



# FORT MILL

## TOWN OF FORT MILL PLANNING COMMISSION MEETING

June 21, 2016  
112 Confederate Street  
7:00 PM

### AGENDA

#### CALL TO ORDER

#### APPROVAL OF MINUTES

1. Regular Meeting: June 6, 2016

*[Pages 3–8]*

#### PUBLIC HEARING

1. Street Renaming Request: Self Street

#### OLD BUSINESS ITEMS

1. Street Renaming Request: Self Street (3 Segments)

*[Pages 9–11]*

Request from York County Department of Public Safety Communications to rename three segments of road currently named Self Street in the Town of Fort Mill (*Ward 2: Helms*)

2. Annexation Request: Haire Village

*[Pages 12–21]*

An ordinance annexing York County Tax Map Number 738-00-00-045, containing approximately 13.5 +/- acres located on Haire Road (*Ward 4: Moody*)

3. MXU Concept Plan & Development Conditions: Haire Village

*[Pages 22–37]*

An ordinance adopting a Mixed Use Concept Plan & Development Conditions for the Haire Village MXU Project (*Ward 4: Moody*)

#### NEW BUSINESS ITEMS

**1. Annexation Request: Chase Property** *[Pages 38–46]*

An ordinance annexing York County Tax Map Numbers 736-00-00-028, 736-00-00-032 and the portion of 736-00-00-031 lying west of the future Fort Mill Parkway right-of-way, containing approximately 28.6 +/- acres located on Tom Hall Street and the future Fort Mill Parkway (*Ward 3: Huntley*)

**2. Development Agreement: CMHA** *[Pages 47–87]*

An ordinance authorizing the entry by the Town of Fort Mill into a Development Agreement with the Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System, for property located at York County Tax Map Numbers 020-08-01-004, 020-08-01-005, 736-00-00-028, 736-00-00-032, and the portion of 736-00-00-031 lying west of the future Fort Mill Parkway right-of-way, such parcels containing approximately 38.6 +/- acres located on or near Tom Hall Street and the future Fort Mill Parkway; authorizing the execution and delivery of such Development Agreement; and other matters relating thereto

**3. Final Plat: Oakland Pointe, Phase 1, Maps 1 & 2** *[Pages 88–92]*

Request from the Ryland Group Inc. to approve a Final Plat (Bonded) for Oakland Pointe, Phase 1, Maps 1 & 2 (*Ward 3: Huntley*)

**4. Subdivision Plat: 206 & 208 Calhoun Street** *[Pages 93–95]*

Request from Steve Southerly, Constance Southerly and Steve Spear, to approve a subdivision plat for York County Tax Map Numbers 020-01-08-017 and 020-01-08-018, containing approximately 0.43 acre at 206 and 208 Calhoun Street (*Ward 2: Helms*)

**5. Commercial Appearance Review: A Lock It Self Storage** *[Pages 96–101]*

Request from A Lock It, Inc. to grant a revision to the August 25, 2015 commercial appearance review approval for “Building X” located at 1399 Highway 160 East

**6. Request to Approve Road Names: Massey Phase III** *[Pages 102–103]*

Request from Shea Homes to approve a revised road name in the Massey Phase III development

**ITEMS FOR INFORMATION / DISCUSSION**

**1. Annexation Request: Huntington Place (25% Petition & Election)**

**ADJOURN**

**MINUTES  
TOWN OF FORT MILL  
PLANNING COMMISSION MEETING  
June 6, 2016  
112 Confederate Street  
7:00 PM**

Present: James Traynor, Hynek Lettang, Tom Adams, Ben Hudgins, Chris Wolfe, Tom Petty, Jay McMullen, Planning Director Joe Cronin, Assistant Planner Chris Pettit

Absent: None

Guests: Louis Roman (Historic Review Board)

Chairman Traynor called the meeting to order at 7:04 pm.

Chairman Traynor stated that the UDO Advisory Committee had not yet completed its 6:00 pm meeting, and requested a motion to recess the Planning Commission meeting so that the UDO Advisory Committee may complete its meeting.

Mr. Hudgins made a motion to recess the Planning Commission meeting. Mr. Petty seconded the motion. The motion was approved by a vote of 6-0, and the meeting was recessed at 7:05 pm.

Mr. Lettang arrived at 7:06 pm.

Mr. Adams made a motion to reconvene the Planning Commission meeting. Mr. Wolfe seconded the motion. The motion was approved by a vote of 7-0, and the meeting was reconvened at 8:01 pm.

Mr. Hudgins made a motion to approve the minutes from the June 1, 2016, special called meeting, with a second by Mr. McMullen. The minutes were approved by a vote of 7-0.

**NEW BUSINESS ITEMS**

1. **Unified Development Ordinance (UDO)**: Planning Director Cronin presented the draft ordinance adopting the new UDO for the Town of Fort Mill, and briefly summarized the amendments recommended by the UDO Advisory Committee. Mr. Adams made a motion to recommend in favor of adopting the third draft of the UDO, with the following amendments:

**ARTICLE III: Residential Zoning Districts**

○ **Dimensional Requirements in Residential Zoning Districts**

- **AMENDMENT**: The Planning Commission recommended amending Table 3-3 to incorporate the following revisions recommended by staff.

		<b>R-25</b>	<b>R-15</b>	<b>R-7</b>
Lot Width	Min. Feet	100	80	<del>40</del> <u>50</u>
	Avg. Feet	<del>125</del> <u>120</u>	<del>100</del> <u>90</u>	<del>50</del> <u>60</u>

- **AMENDMENT:** The Planning Commission recommended amending Table 3-3 to incorporate the following revisions recommended by staff.

	<b>R-25</b>	<b>R-15</b>	<b>R-7</b>
Max. Density (Units/Gross Acre)	<del>1.7</del> <u>1.4</u>	<del>2.9</del> <u>2.3</u>	<del>5.0</del> <u>4.0</u>

○ **Impervious Surface Coverage**

- **AMENDMENT:** The Planning Commission recommended reevaluating the maximum impervious surface coverage percentages for the R-25, R-15 and R-7 districts, as shown in Table 3-3, and either increasing these percentages as appropriate, or removing certain accessory uses (and sizes) from the surface coverage calculations.

○ **Residential Floor Area Minimums in RT-8 and RM-15 Districts**

- **AMENDMENT:** The Planning Commission recommended removing floor area minimums for the RT-8 and RM-15 districts, as shown in Table 3-3.

○ **Minimum Open Space in Residential Zoning Districts**

- **AMENDMENT:** The Planning Commission recommended amending Table 3-3 to include the following open space requirements: R-25, R-15 and R-7 (20%); RT-8 (25%) and RM-15 (30%). At least 50% of the required open space shall be “usable open space.” The definition of “usable” may be substantially similar to that used Table 6-3 for Mixed Use zoned projects.
- **POLICY DECISION:** There was not a consensus as to whether perimeter and streetscape buffers should count toward the minimum open space requirements. The Planning Commission recommended that this should be a policy decision of Town Council. If council elects to make this change, then the UDO may be amended accordingly.

#### **ARTICLE IV: Commercial Zoning Districts**

○ **Downtown Core (DC) District**

- **POLICY DECISION:** There was not a consensus as to whether to restrict offices from street level store fronts in the DC district. The Planning Commission recommended that this should be a policy decision of Town

Council. If council elects to make this change, then the UDO may be amended accordingly.

- **POLICY DECISION:** There was not a consensus as to whether to restrict the concentration of similar uses (particularly office-related uses) in the DC district. The Planning Commission recommended that this should be a policy decision of Town Council. If council elects to make this change, then the UDO may be amended accordingly.
- **AMENDMENT:** The Planning Commission recommended amending the footnote in Table 4-2 to require that all commercial uses in the DC district which are located at street level after the effective date of the new UDO should be open to the public at least 32 hours per week, with business hours clearly posted at each entrance.
- **AMENDMENT:** The Planning Commission recommended amending Table 4-2 to allow co-working facilities in the LC, DC and GC districts.

#### **ARTICLE V: Industrial Zoning Districts**

- **Light Industrial (LI) District**

- **AMENDMENT:** The Planning Commission recommended amending Table 5-2 to include vehicle towing, wrecker and storage uses as a conditional use in the LI district. Article VIII (Conditional Uses) should also be amended to specify the conditions associated with such uses.

#### **ARTICLE VI: Mixed Use Districts**

- **Commercial Floor Area Ratios (FAR)**

- **AMENDMENT:** The Planning Commission recommended amending Table 6-3 to include a minimum land area (%) for NMU, CMU and TOMU, as well as including a minimum floor area ratio within each district. The land area and floor area ratios could then be used in combination to determine the minimum and maximum amount of non-residential development for all proposed mixed use projects.
- **AMENDMENT:** The Planning Commission recommended amending footnote number 3 under Table 6-3 to explicitly state that structured parking decks would not be included in the calculation for maximum FAR.

#### **ARTICLE XI: Landscaping, Buffering & Tree Preservation**

- **Buffer Zones**

- **AMENDMENT:** The Planning Commission recommended that Table 11-2 should be amended to require a minimum 20' buffer (Buffer C) in the R-25, R-

15 and R-7 district when abutting neighboring property which is also zoned R-25, R-15 and R-7. This requirement would only apply to new subdivision projects, and not existing lots of record.

- **AMENDMENT:** The Planning Commission recommended including language that in instances where a new project abuts property that is not located in the town limits, the Planning Director may evaluate the neighboring county zoning designation, and apply a buffer pursuant to Table 11-2 using the town zoning district that most closely reflects the neighboring county zoning designation. If an adequate comparison cannot be made, then a minimum buffer of 20' (Buffer C) shall apply.
- **AMENDMENT:** The Planning Commission recommended including language in Section 11-2 that in instances where a new project abuts property that has been designated as "historic" (using the same definition used in the recently revised "Special Tax Assessment for Rehabilitated Historic Properties") then a minimum buffer of 30' (Buffer B) or 50' (Buffer A) should be applied along any shared property lines.
- **AMENDMENT:** The Planning Commission recommended amending the buffer illustrations under Table 11-2a to show buffer plantings (drawn to scale) distributed throughout the buffer area, and not concentrated along the property line.
- **Landscaping Requirements**
  - **AMENDMENT:** The Planning Commission recommended adding a section or subsection within Article XI to require minimum landscaping requirements around buildings and foundations.

### **ARTICLE XIII: Building Design & Materials**

- **Commercial Building Design & Materials**
  - **AMENDMENT:** The Planning Commission recommended amending Table 13-3a to remove vinyl siding from the list of permitted elevation materials on the front façade of commercial, office and institutional buildings.

### **ARTICLE XV: Stormwater Management & Sedimentation Control**

- **Stormwater Requirements**
  - **AMENDMENT:** The Planning Commission recommended amending Article XV of the UDO to remove the existing stormwater language, and to instead provide a reference to the stormwater requirements outlined in Chapter 16

(Environment), Article III (Stormwater Management and Sediment Control) of the Code of Ordinances.

### **GENERAL COMMENTS & RECOMMENDATIONS**

- **Anne Springs Close Greenway Zoning**
  - **POLICY DECISION:** The Planning Commission recommended that staff and the consultant continue having conversation with Greenway staff and identify the best way to address the Greenway's needs. The Planning Commission recommended that this should be a policy decision of Town Council. If council elects to make this change, then the UDO may be amended accordingly.
- **Cell Towers & Antennas**
  - **POLICY DECISION:** The Planning Commission recommended that staff and the consultant continue having conversation with local providers to determine the best way to address the best way to meet the growing need for cellular and data service. The Planning Commission recommended that this should be a policy decision of Town Council. If council elects to make this change, then the UDO may be amended accordingly.

Mr. McMullen seconded Mr. Adams motion. Chairman Traynor asked if there was any additional discussion. Hearing none, he called for a vote. The motion was adopted by a vote of 7-0.

### **ITEMS FOR INFORMATION / DISCUSSION**

1. **Pending Annexation Request: CMHA Project:** Planning Director Cronin stated that the town has received an annexation request for a significant commercial project at the intersection of SC 160/Tom Hall Street and the Fort Mill Southern Bypass. Additional details will be provided when the request is formally presented during the June 21<sup>st</sup> Planning Commission meeting.
2. **Huntington Place Annexation Update:** Planning Director Cronin stated that he heard from the county's Voter Registration and Election Director earlier in the day. The annexation petition for Huntington Place is scheduled to be certified on June 7<sup>th</sup> during the York County Board of Voter Registration and Elections meeting. Council will be asked to adopt a resolution on June 13<sup>th</sup> certifying the petition, and requesting that the county hold a special election on the question of annexation. The Planning Commission will provide a zoning recommendation on June 21<sup>st</sup>.
3. **Fort Mill Southern Bypass Update:** Planning Director Cronin informed members of the commission that the York County E-911/Addressing Office had inquired about the possible renaming of Fort Mill Parkway once the final leg of the southern bypass is open to traffic. The county was requesting that the bypass be renamed as "South Springfield Parkway."

The general consensus among Planning Commission members was in favor of retaining “Fort Mill Parkway” and against renaming the southern bypass as “South Springfield Parkway;” however, the commission would be open to considering other names that had a historic tie to the southern portion of Fort Mill. Planning Director Cronin reminded commission members that since the bypass runs through both town and county jurisdiction, it will be important for everyone to be on the same page.

There being no further business, the meeting was adjourned at 8:20 pm.

Respectfully submitted,

Joe Cronin  
Planning Director



**Planning Commission Meeting  
June 21, 2016  
Old Business Item**

**Street Renaming Request: Self Street (3 Segments)**

Request from York County Department of Public Safety Communications to rename three segments of road currently named Self Street in the Town of Fort Mill

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**Background / Discussion**

The Planning Commission is asked to review and approve new names for three street segments currently named “Self Street” behind and adjacent to Walter Y. Elisha Park in Fort Mill. While in the past it is possible that these street connected, their current configuration creates separate, non-contiguous street segments with a duplicate name.

Pursuant to Section 6-29-1200(A) of the SC Code of Laws:

A local planning commission created under the provisions of this chapter shall, by proper certificate, approve and authorize the name of a street or road laid out within the territory over which the commission has jurisdiction. It is unlawful for a person in laying out a new street or road to name the street or road on a plat, by a marking or in a deed or instrument without first getting the approval of the planning commission. Any person violating this provision is guilty of a misdemeanor and, upon conviction, must be punished in the discretion of the court.

The three segments that require renaming are marked on the attached map in black, green, and red. During the April Planning Commission meeting, the commission recommended renaming these three segments as follows:

**Section 1: Calhoun Street to Sidney Johnson Street (RED SEGMENT)**

Current Name: Self Street

Proposed Name: Looms Way

**Section 2: Sidney Johnson Street to Jackson Street (GREEN SEGMENT)**

Current Name: Self Street

Proposed Name: Spindle Street

**Section 3: Jackson Street to Morgan Street (BLACK SEGMENT)**

Current Name: Self Street

Proposed Name: Bobbin Street

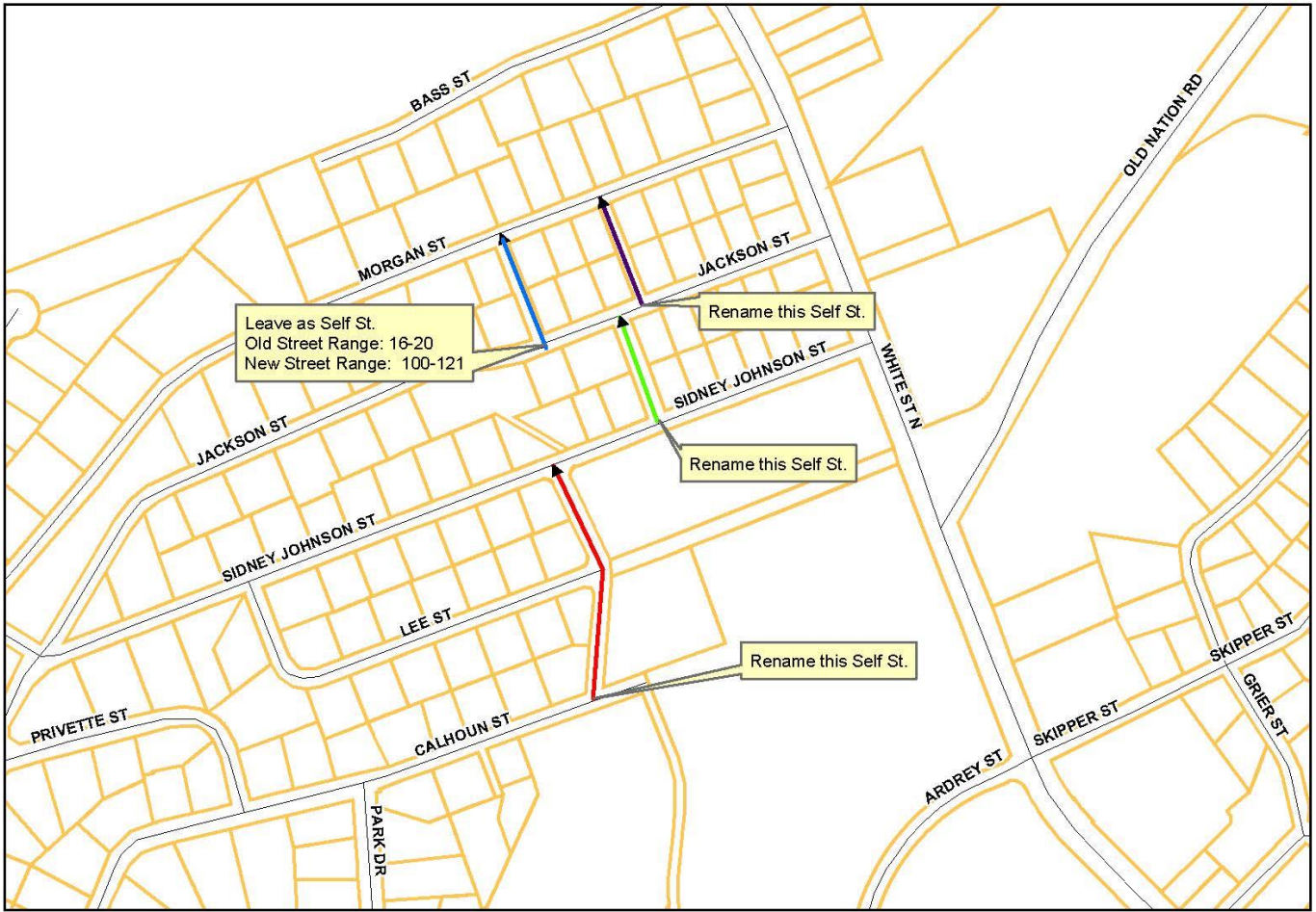
The **BLUE SEGMENT** between Jackson Street and Morgan Street will retain the Self Street name. No homes or addresses will be impacted by these changes.

A public hearing has been advertised, and will be held prior to consideration of this request.

**Recommendation**

Staff recommends in favor of renaming the three segments of Self Street, as proposed.

Joe Cronin  
Planning Director  
June 16, 2016



**Self Street Edits  
Fort Mill SC 29715**



**Planning Commission Meeting**  
**June 21, 2016**  
**Old Business Item**

**Annexation Request: Haire Village**

An ordinance annexing York County Tax Map Number 738-00-00-045, containing approximately 13.5 +/- acres located on Haire Road (*Ward 4: Moody*)

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**Background / Discussion**

The town has received an annexation application from Bonnie H. Blanton, the owner of record for York County Tax Map Number 738-00-00-045. This parcel contains a total of 13.5 +/- acres located along Haire Road, between N Dobys Bridge Road and Phase 2 of the future Fort Mill Southern Bypass.

During the April 2016 Planning Commission meeting, the commission deferred action on a mixed use annexation request for this parcel, along with Tax Map Numbers 738-00-00-046 & 738-00-00-077. At that time, the Planning Commission requested completion of a traffic impact analysis to determine the impact that 305 market rate apartments and 80 age-restricted residential units would have on Phase 2 of the Southern Bypass. Because the town and SCDOT generally require TIA's to be completed while school is in session, the applicant (the Catalyst Group) has elected to move forward with annexation of Tax Map Number 738-00-00-045, with the intent of further analyzing the residential parcels once Phase 2 of the Bypass is open to traffic and school returns to session.

The property is contiguous to land owned by Glenrock Baptist Church and the Town of Fort Mill (zoned R-25), both of which are located inside the town limits. Therefore, the subject property meets the contiguity requirement as established by state law.

The subject parcel is currently zoned RD-II per York County GIS. The county's RD-II district allows single-family residences (10,000 sf per dwelling), townhomes (2,000 sf per unit), apartments and condominiums. The district also allows child/adult care centers, religious uses, manufactured home subdivisions, parks, nursing facilities and schools. The RD-II District also requires a minimum open space of 20%. The property is currently vacant.

The applicant has requested a zoning designation of MXU Mixed Use. The MXU district allows any mixture of permitted uses proposed by the applicant and approved by the town council. Such uses and densities must be defined and approved in project-specific development standards/conditions, or in a development agreement between the applicant and the town. (Note: The proposed concept plan and development standards/conditions are included as a separate agenda item.)

The minimum lot size for residential uses in the MXU district varies from 2,400 SF for single-family residential "cottages," to 1,100 SF per unit for townhouses, rowhouses and multi-family uses. Commercial, office, and civic uses have no minimum lot area, while industrial uses must be

located on lots 20,000 SF or greater. The MXU district contains a minimum open space requirement of 20%, as well as a project edge buffer of 35' along property lines adjacent to existing residential development.

As shown in the attached concept plan and development conditions, the applicant (Catalyst Group LLC) is requesting approval to develop a continuing care retirement facility with up to 200 dwelling units, which will be restricted to residents age 55+. A minimum of 10,000, and a maximum of 36,000, square feet of retail, office and/or municipal uses would also be permitted. The development conditions would also allow for the inclusion of common open space and neighborhood amenities.

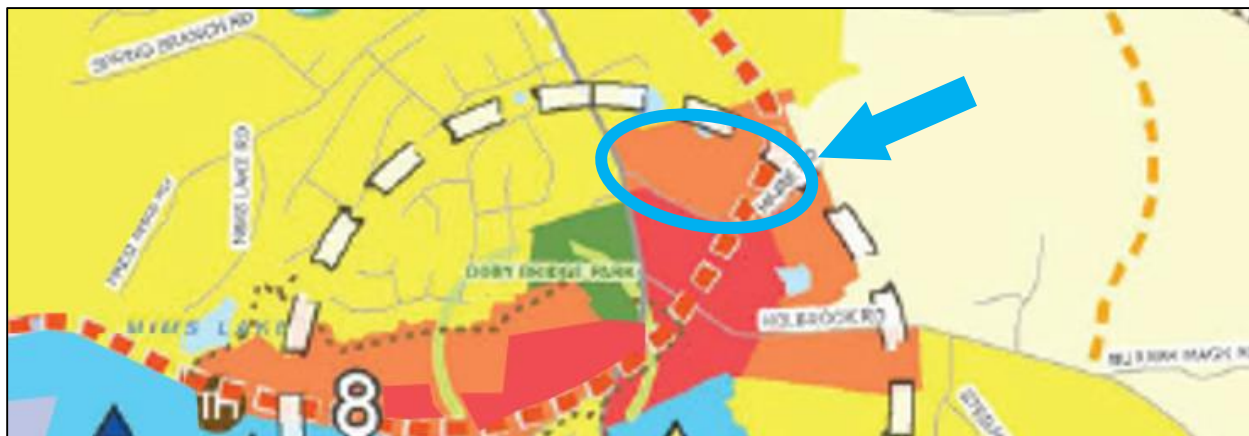
### **Recommendation**

The property is contiguous to the town limits and is, therefore, eligible for annexation.

The subject property is located within an area that has been designated as “High Density Residential” on the Town of Fort Mill’s Future Land Use Map, last updated in May 2016. High Density is generally defined as six or more dwelling units per acre, and may include a mix of single- and multi-family development.

The property is also located in Node 8. The Comprehensive Plan recommends the following types of development within Node 8:

“Development in Node 8 will primarily be higher density residential near the center of the node and along the Fort Mill Southern Bypass, with neighborhood commercial near the intersection of Doby’s Bridge Road and the Bypass, and medium density residential near the periphery including townhomes and apartments, transitions to single family detached homes to the east and south near the river.”



The Planning Department believes that the following items should warrant additional discussion and/or consideration:

#### **Density / Zoning Designation**

The proposed development conditions for the Haire Village MXU project include up to 200 senior residential units (contained within a continuing care retirement facility) on approximately 13.5 +/- acres, or approximately 14.8 dwelling units per acre. Continuing care retirement facilities are often classified as “commercial” development. It is staff’s opinion that this use and density would be consistent with the recommendations of the comprehensive plan.

### **Traffic Impact**

A traffic impact analysis (TIA) shall be required prior to the approval of any site specific development plans. Because phase 2 of the Fort Mill Southern Bypass will bisect the property, the majority of the traffic impact will likely be on the bypass; however, additional impact would be expected on N Dobys Bridge Road and Haire Road. According to ITE Trip Generation Rates, the traffic impact of age-restricted units is significantly less than non-age restricted units.

The table below illustrates the anticipated traffic impact (daily, AM hour and PM hour) for all proposed development types:

<b>Development Type</b>	<b>ITE Weekday Trips</b>	<b>Projected Trips</b>
Congregate Care Facility – 200 Dwelling Units	2.02 / DU	404 (Daily) 12 (AM) / 34 (PM)
Commercial (General Office) Min: 10,000 square feet Max: 36,000 square feet	11.03 / 1,000 SF	Min: 110 (Daily) 16 (AM) / 15 (PM) Max: 397 (Daily) 56 (AM) / 54 (PM)
<b>TOTAL</b>		<b>2,883 (Daily)</b> <b>209 (AM) / 267 (PM)</b>

*\* For comparison purposes, a single-family residence generates 9.52 trips per day (ITE)*

### **Utility Impact**

The subject property is located in the town’s service area, and would be served by the town’s water and sewer system. As with all other projects, any upgrades necessary to serve the project (including upgrades to existing facilities) would be borne by the applicant.

### **Fire Service**

The subject property is located approximately 2.5 miles (ordinary driving distance) from the town’s main fire station on Tom Hall Street. This would be within the ISO recommended distance of 5 miles. The town’s recently adopted CIP identifies a need for a second fire station in the southeastern region.

### **School Impact**

The property is planned to contain a continuing care retirement facility (restricted to individuals 55 years of age and older) as well as commercial uses. No enrollment impact is anticipated.

Based on the future land use map and recommendations from the town's Comprehensive Plan, staff believes that the zoning designation requested (and accompanying concept plan) are consistent with previously adopted plans. Therefore, staff recommends in favor of annexation with a zoning designation of MXU.

Nothing in this report shall be deemed a guarantee that water and/or sewer service/capacity will be available at the time of development. The property shall also be subject to a TIA prior to approval of any preliminary plat or construction drawings. Any improvements deemed necessary as a result of the TIA would be the responsibility of the applicant.

Joe Cronin  
Planning Director  
June 17, 2016



**TOWN OF FORT MILL**  
APPLICATION FOR ZONING MAP AMENDMENT

APPLICANT(S):

NAME	ADDRESS	PHONE NUMBER
<del>GA</del>		
The Catalyst Group	5000 Research Ct, Ste 750 Summerville, GA 30024	404-428-7084

Area of Subject Property: 13.56 acres and/or \_\_\_\_\_ square feet

What is the CURRENT zoning for the parcel(s)? RD-II

What is the proposed zoning for the parcel(s)? MXU

Does the applicant own all of the property within the zoning proposal? Yes

State the proposed change and reason(s) for request: (Attach additional sheets if needed)

Re-zone for Continuing care retirement center, apartments and retail.

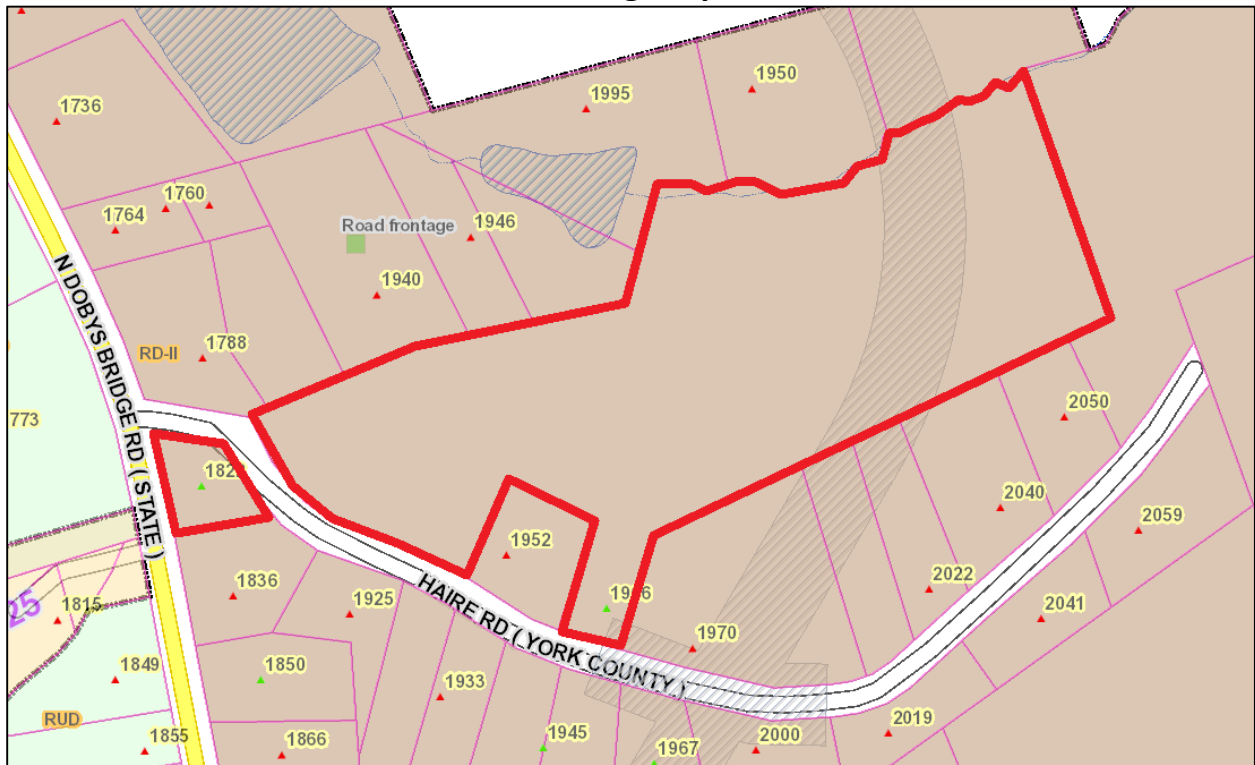
As Owner(s) of the property described below, I/we request that our property be rezoned as indicated.

TAX MAP NUMBER	PROPERTY ADDRESS	OWNER	OWNER'S SIGNATURE
7380000045	1966 Haire Rd /		
	1822 Doby Bridge Rd	Dawn H. Alanton	Dawn H. Alanton

Please return application and fee to: Town of Fort Mill, PO Box 159, Fort Mill, SC 29716



**Zoning Map**



**Aerial Image**



STATE OF SOUTH CAROLINA  
TOWN COUNCIL FOR THE TOWN OF FORT MILL  
ORDINANCE NO. 2016-\_\_\_

AN ORDINANCE ANNEXING YORK COUNTY TAX MAP NUMBER 738-00-00-045, CONTAINING APPROXIMATELY 13.5 +/- ACRES LOCATED ON HAIRE ROAD

WHEREAS, a proper petition was submitted to the Fort Mill Town Council on April 6, 2016, by Bonnie H. Blanton (the "Property Owner"), requesting that York County Tax Map Number 738-00-00-045, said parcel being owned fully by the Property Owner, be annexed to and included within the corporate limits of the Town of Fort Mill under the provisions of S.C. Code Section 5-3-150(3); and

WHEREAS, the Planning Commission of the Town of Fort Mill, in a duly called meeting on June 21, 2016, made its recommendation in favor of annexation, and that upon annexation, the aforesaid area shall be zoned under the Town's Zoning Ordinance, as follows: MXU Mixed Use; and

WHEREAS, a public hearing was advertised and held at 7:00 pm on July 11, 2016, during a duly called regular meeting of the Town Council of the Town of Fort Mill; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina, as amended, provides that any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete; and

WHEREAS, using the definition of "contiguous" as outlined in S.C. Code Section 5-3-305, the Town Council has determined that the above referenced property is contiguous to property that was previously annexed into the corporate limits of the Town of Fort Mill; and

WHEREAS, the Town Council has determined that annexation would be in the best interest of both the property owner and the Town of Fort Mill;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Fort Mill in Council assembled:

**SECTION I. Annexation.** It is hereby declared by the Town Council of the Town of Fort Mill, in Council assembled, that the incorporated limits of the Town of Fort Mill shall be extended so as to include, annex and make a part of said Town, the described area of territory above referred to, being more or less 13.5 +/- acres, the same being fully described in Exhibit "A" attached hereto, and contiguous to land already within the Town of Fort Mill. Pursuant to S.C. Code Section 5-3-110, this annexation shall include the whole or any part of any street, roadway, or highway abutting the above referenced property, not exceeding the width thereof, provided such street, roadway or

highway has been accepted for and is under permanent public maintenance by the Town of Fort Mill, York County, or the South Carolina Department of Transportation.

**SECTION II. Zoning Classification of Annexed Property.** The above-described property, upon annexation into the corporate limits of the Town of Fort Mill, shall be zoned, as follows: MXU Mixed Use.

**SECTION III. Voting District.** For the purpose of municipal elections, the above-described property, upon annexation into the incorporated limits of the Town of Fort Mill, shall be assigned to and made a part of Ward Four (4).

**SECTION IV. Notification.** Notice of the annexation of the above-described area and the inclusion thereof within the incorporated limits of the Town of Fort Mill shall forthwith be filed with the Secretary of State of South Carolina (SCSOS), the South Carolina Department of Public Safety (SCDPS), and the South Carolina Department of Transportation (SCDOT), pursuant to S.C. Code § 5-3-90(E).

**SECTION V. Severability.** If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

**SECTION VI. Effective Date.** This ordinance shall be effective from and after the date that the Property Owner transfers the above-described property to the Catalyst Group, LLC, through a deed recorded in the Office of the Register of Deeds, York County, South Carolina. If the property is not transferred within one hundred and twenty (120) days from the date of adoption, this ordinance shall be of no force or effect.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2016, having been duly adopted by the Town Council for the Town of Fort Mill on the \_\_\_\_ day of \_\_\_\_\_, 2016.

First Reading:  
Public Hearing:  
Second Reading:

TOWN OF FORT MILL

\_\_\_\_\_  
Gynn H. Savage, Mayor

LEGAL REVIEW

ATTEST

\_\_\_\_\_  
Barron B. Mack, Jr, Town Attorney

\_\_\_\_\_  
Virginia Burgess, Town Clerk

## EXHIBIT A

### Property Description

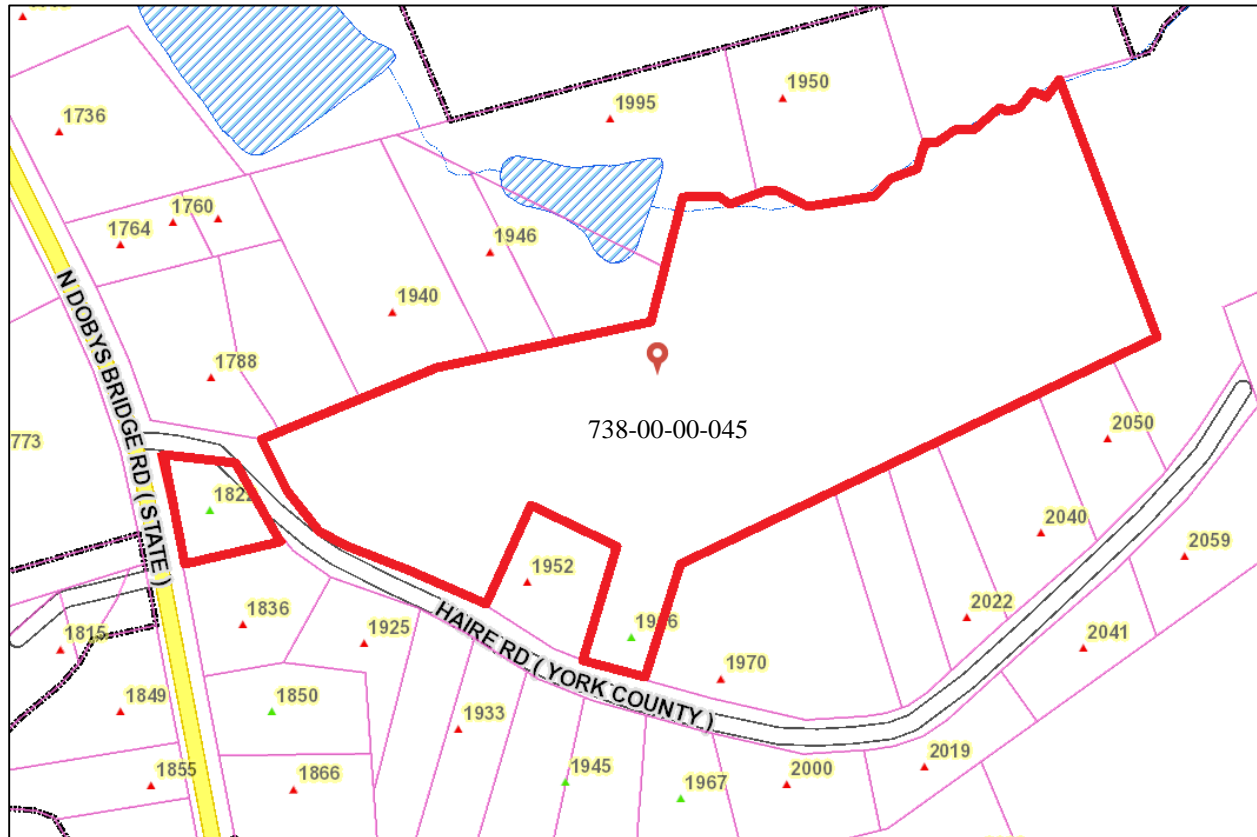
All those certain pieces, parcels or tracts of land lying, being and situate in Fort Mill Township, County of York, State of South Carolina, containing 13.5 +/- acres, more or less, containing all the property shown in the map attached as Exhibit B, and being more particularly described as York County Tax Map Number 738-00-00-045.

Pursuant to S.C. Code Section 5-3-110, this annexation shall include the whole or any part of any street, roadway, or highway abutting the above referenced property, not exceeding the width thereof, provided such street, roadway or highway has been accepted for and is under permanent public maintenance by the Town of Fort Mill, York County, or the South Carolina Department of Transportation.

EXHIBIT B

Property Map

York County Tax Map Number  
738-00-00-045



**Planning Commission Meeting**  
**June 21, 2016**  
**Old Business Item**

**Mixed Use Concept Plan & Development Conditions: Haire Village MXU Project**

An ordinance adopting a Mixed Use Concept Plan & Development Conditions for the Haire Village MXU Project

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**Background / Discussion**

The Planning Commission is asked to review and provide a recommendation on a proposed mixed use concept plan and development conditions for the Haire Village MXU Project, located on York County Tax Map Number 738-00-00-045. This parcels contains a total of 13.5 acres located on Haire Road, between N. Dobys Bridge and Phase 2 of the future Fort Mill Southern Bypass. The property owner has requested annexation of this property into the town limits with a zoning designation of MXU Mixed Use. The annexation request is listed as a separate action item on the agenda.

During the April 2016 Planning Commission meeting, the commission deferred action on a mixed use concept plan and development conditions for this parcel, along with Tax Map Numbers 738-00-00-046 & 738-00-00-077. At that time, the Planning Commission requested completion of a traffic impact analysis to determine the impact that 305 market rate apartments and 80 age-restricted residential units would have on Phase 2 of the Southern Bypass. Because the town and SCDOT generally require TIA's to be completed while school is in session, the applicant (the Catalyst Group) has elected to move forward with annexation of Tax Map Number 738-00-00-045, with the intent of further analyzing the residential parcels once Phase 2 of the Bypass is open to traffic and school returns to session.

As shown in the attached concept plan and development conditions, the applicant is requesting approval to develop an age restricted (55+) continuing care retirement facility with up to 200 dwelling units. A minimum of 10,000, and a maximum of 36,000, square feet of retail, office and/or municipal uses would also be permitted. The development conditions would also allow for the inclusion of common open space and neighborhood amenities.

As required by the MXU ordinance, the project will require a minimum of 20% open space. Additional development standards, including lot dimensions and setbacks, are shown in the proposed development conditions.

New development on the property will be accessed by Fort Mill Parkway (under construction), Haire Road, and N Dobys Bridge Road. A traffic impact analysis will be required prior to the commencement of any land clearing or development activities.

The draft concept plan and development conditions requested by the applicant are attached for consideration.

## **Recommendation**

As noted in the previous agenda item, the the property is located within an area that has been designated as “High Density Residential” on the Town of Fort Mill’s Future Land Use Map, last updated in May 2016. The comprehensive plan identifies “High Density” as six or more dwelling units per acre. The proposed density is consistent with the recommendations of the 2016 Comprehensive Plan update.

In reviewing the proposed development conditions, staff would recommend the following modifications:

- 3                    The maximum Gross Residential Unit density will not exceed 20.0 units per acre and/or 200 total units. *Staff would recommend reducing this to “15.0 units per acre, not to exceed 200 total units for the entire project.”*
  
- The maximum Retail/Office density will not exceed more than 10,000 square feet per acre and/or 36,000 total square feet. *Staff would recommend amending this to “The maximum retail/office density will not exceed 10,000 square feet per acre, and 36,000 square feet for the entire project.”*
  
- 15(a)            Maximum Residential Density: 20.0 dwelling units per acre. *Staff would recommend amending this to “15.0 units per acre, not to exceed 200 total units for the entire project.”*
  
- 15(b)            Maximum Retail/Office Density: 10,000 square feet per acre. *Staff would recommend amending this to “10,000 square feet per acre, and 36,000 square feet for the entire project.”*
  
- 15(f):            Perimeter Buffer Yards: Perimeter Buffer yards between the Haire Village Mixed Use Development and adjacent properties will be in accordance with Article II, Section 19.4(K) of the Zoning Ordinance. The buffer shall be a natural, undisturbed wooded area where possible, and shall count towards the provision of open space for the development where the buffer is not platted and made part of an individual, privately owned lot. Where an existing natural, undisturbed wooded area does not exist, a planted buffer shall be required in conformance with the buffer standards of Article II, Section 19.4(K) of the Zoning Ordinance. *Perimeter buffers are not shown on portions of the concept plan. These should be included.*
  
- New Section    *All streams and waterways on the Haire Village MXU Project drain to an impaired waterway (Sugar Creek). Therefore, a natural buffer of 45’ (average) shall be provided on each side of all streams and waterways.*
  
- New Section    *Corridor Overlay District (COD/COD-N)*



*Portions of the Haire Village MXU project are located within the Corridor Overlay District. As such, development on the site shall be subject to the requirements of Article II, Section 24 (COD/COD-N Corridor Overlay District Standards. In the event that the requirements of the overlay district are stricter than those in the underlying zoning district or the proposed development conditions established within these Development Conditions, then the provisions of the overlay district shall apply. The provisions of the “COD-N” overlay shall apply to all portions of the property which fall within the Corridor Overlay District, including areas which may be located outside a “Node,” as defined in the Town’s Comprehensive Plan.*

New Section *Architectural Requirements & Building Materials*

*Primary exterior building materials for the proposed structures that are to be constructed on site shall include a combination of the following materials: brick, stone, fiber cement siding, and other high quality materials. As part of the Corridor Overlay District, building elevations for commercial and multi-family structures will be subject to appearance review before the Planning Commission.*

Joe Cronin  
Planning Director  
June 17, 2016



STATE OF SOUTH CAROLINA  
TOWN COUNCIL FOR THE TOWN OF FORT MILL  
ORDINANCE NO. 2016-\_\_

AN ORDINANCE ADOPTING A MIXED USE CONCEPT PLAN & DEVELOPMENT  
CONDITIONS FOR THE HAIRE VILLAGE MXU PROJECT

WHEREAS, the parcel currently or formerly known York County Tax Map Numbers 738-00-00-045, containing approximately 13.5 +/- acres located on Haire Road, was annexed to and made a part of the Town of Fort Mill by ordinance adopted on \_\_\_\_\_, 2016; and

WHEREAS, by ordinance of the Fort Mill Town Council, the above referenced parcel was zoned as follows: MXU Mixed Use; and

WHEREAS, Article II, Section 19(5)(D)(1)(a), of the Zoning Ordinance for the Town of Fort Mill, requires as part of the approval process that a Mixed Use Development Project shall contain a concept plan and, if applicable, development conditions; and

WHEREAS, the applicant has submitted Development Conditions as shown within the attached “Exhibit A,” and a Concept Plan as shown within the attached “Exhibit B,” both of which have been reviewed by the Fort Mill Planning Commission and the Fort Mill Town Council and found to be consistent with the Town’s Comprehensive Plan;

NOW, THEREFORE, pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF FORT MILL:

Section I. Pursuant to Article II, Section 19(5)(D)(3), of the Zoning Ordinance for the Town of Fort Mill, the Development Conditions for the Haire Village MXU project are hereby adopted as shown within the attached “Exhibit A.” Where any conflicts exist between the Development Conditions and the Subdivision Ordinance or Zoning Ordinance for the Town of Fort Mill, the provisions specified within the Development Conditions shall apply. A copy of these development conditions shall be maintained on file in the office of the Town Clerk and the Zoning Administrator.

Section II. Pursuant to Article II, Section 19(5)(D)(4), of the Zoning Ordinance for the Town of Fort Mill, the Concept Plan for the Haire Village MXU project is hereby adopted as shown within the attached “Exhibit B.” A copy of this Concept Plan shall be maintained on file in the office of the Town Clerk and the Zoning Administrator.

Section III. The provisions of this ordinance shall apply to the parcel currently or formerly known as York County Tax Map Numbers 738-00-00-045, containing approximately 13.5 +/- acres located on Haire Road.

Section IV. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section V. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section VI. Effective Date. This ordinance shall be effective from and after the date that the Property Owners transfer the above-described property to the Catalyst Group, LLC, through a deed recorded in the Office of the Register of Deeds, York County, South Carolina. If the property is not transferred within one hundred and twenty (120) days from the date of adoption, this ordinance shall be of no force or effect.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016, having been duly adopted by the Town Council for the Town of Fort Mill on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

First Reading:  
Public Hearing:  
Second Reading:

TOWN OF FORT MILL

\_\_\_\_\_  
Guynn H. Savage, Mayor

LEGAL REVIEW

ATTEST

\_\_\_\_\_  
Barron B. Mack, Jr, Town Attorney

\_\_\_\_\_  
Virginia Burgess, Town Clerk

**Exhibit A**

**Development Standards & Conditions  
Haire Village MXU Project**

## **DEVELOPMENT STANDARDS & CONDITIONS**

The Catalyst Group, LLC, Haire Village MXU Project

### **Project Development Standards**

#### **1. Purpose of district**

The purpose of the mixed-use development (MXU) district is to encourage flexibility in the development of land in order to promote its most appropriate use; to improve the design, character, and quality of new development; to facilitate the provision of infrastructure, and to preserve the natural and scenic features of open areas. This district is intended for the appropriate integration of a wide range of residential and non-residential uses. The district is intended for use in connection with developments where the town has determined that the quality of a proposed new development will be enhanced by flexibility in the planning process.

#### **2. Platting Requirements**

Platting requirements will be in accordance with Article II-PLAT REQUIREMENTS, of Chapter 32-SUBDIVISIONS, of the Town of Fort Mill Municipal Ordinance. Where possible, plats will comply with Article II, Section 19.3(C) of the Zoning Ordinance.

#### **3. Bonding Requirements**

Bonding requirements will be in accordance with Section 32.104-SURETY BOND, Article IV- REQUIRED IMPROVEMENTS, of Chapter 32, of the Town of Fort Mill Municipal Ordinance.

### **Haire Village MXU Conditional Notes**

#### **1. General Provisions**

Each proposal for the development under MXU district is anticipated to be unique. Except as provided by this section, an MXU district shall be subject to all of the applicable standards, procedures and regulations in other sections of the zoning ordinance.

The development depicted on the Mixed Use Development Concept Plan is intended to reflect the arrangement of proposed uses on the site, but the final configuration, placement and the size of individual site elements may be altered or modified within the limits of the Ordinance and the standards established on the Development Standards Sheet during design development and construction phases. Street alignment and lot layout width and depth dimensions may be modified to accommodate final building layout and lot locations. The Petitioner reserves the right to modify the total number of lots identified within individual parcels or phases, reallocate units from a parcel or phase to another, or reconfigure lots and street layouts, provided the total number of lots for the entire residential development does not exceed the maximum total number permitted.

These standards, as established by the Technical Sheet, as set out below and as depicted on the Mixed Use Development Concept Plan shall be followed in connection with development taking place on the site. Standards established by the Sutton Road Development Standards Sheet and Sutton Road Mixed Use Development Concept Plan shall supersede the Fort Mill Subdivision Ordinance and Zoning Ordinance in effect at the date of approval.

## **2. Permitted Uses**

### **A) Residential**

- i) Subject to the requirements set out below, a maximum of 200 residential units and its attendant parking may be constructed on the site either attached or detached.
- ii) Continuing Care Retirement Community: A maximum of 200 units of for sale or for rent, age restricted (minimum 55+ years of age, excepting management employees) residential units shall be allowed in the area of the development between Dobys Bridge Road and Fort Mill Parkway having minimum dimensional standards as specified in section 15, along with any incidental or accessory uses in connection therewith, which are permitted by right or under prescribed conditions in the Mixed Use Zoning District or as part of the Haire Village MXU Development.
- iii) Common Open Space: May include landscaping, active and passive Recreation, pedestrian, golf cart paths and bicycle paths.
- iv) Amenities: Amenity buildings, pool and pool facilities, athletic fields, trails, playground equipment, picnic shelters and other accessory uses commonly associated with amenity facilities.

### **B) Retail, Office or Municipal Use**

- i) Subject to the requirement set out below, between 10,000 and 36,000 square feet of retail, office or Municipal Use may be constructed on the site.
- ii) Retail/office: In the site area bound by Dobys Bridge Road and Haire Road, no more than 6,000 square feet of single story, for rent retail/office shall be allowed, having minimum dimensional standards as specified in section 15, along with any incidental or accessory uses in connection therewith, which are permitted by right or under prescribed conditions in the Mixed Use Zoning District or as part of the Haire Village MXU Development.
- iii) Retail Office or municipal: on the 1 acre tract that is southeast corner that has frontage on Haire Road, no more than 10,000 square feet of single story, office or municipal use shall be allowed having minimum dimensional

standards as specified in section 15, along with any incidental or accessory uses in connection therewith, which are permitted by right or under prescribed conditions in the Mixed Use Zoning District or as part of the Haire Village MXU Development.

- iv) Retail, office or municipal: In the area at the east new Fort Mill bypass, no more than 20,000 square feet of single story, office or municipal use shall be allowed having minimum dimensional standards as specified in section 15, along with any incidental or accessory uses in connection therewith, which are permitted by right or under prescribed conditions in the Mixed Use Zoning District or as part of the Haire Village MXU Development.

### **3. Density**

The maximum Gross Residential Unit density will not exceed 20.0 units per acre and/or 200 total units. Individual phases may have higher or lower densities, but the overall project may not exceed 20.0 units per acre. Open space areas shall be included in the calculations for gross residential density.

The maximum Retail/Office density will not exceed more than 10,000 square feet per acre and/or 36,000 total square feet.

### **4. Streets**

Minimum dimensions and design standards for each street type shall follow a consistent standard. The standards for each street shall follow one of the following:

- a) Public Residential Street: In accordance with the Town standards outlined in the Fort Mill Subdivision Ordinance.
- b) All Residential Streets: Shall be designed to provide a stop condition no more than 1,000 feet apart. This will be accomplished by "T" intersections where practical. Where this is not practical due to site constraints, posted stop signs at intersection (s) within the 1,000-foot street length will be installed.
- c) Use Development will provide landscaped island where feasible. Landscaped islands are subject to approval of the Town of Fort Mill Fire department.
- d) Sidewalks: Will be installed on at least one side of all public streets. At the Developer's option, additional sidewalks may be installed. Where possible, the Developer shall install sidewalk and/or trail connections from the development to the neighboring school property.
- e) Block Lengths: Block lengths shall be a maximum of 1,000 feet.

### **5. Vehicular Access and Road Improvements**

- a) Vehicular access: Access shall be provided to Fort Mill Parkway, Haire Road and Dobys Bridge Road., in the general locations as shown on the Mixed Use Development Concept Plan. Minor adjustments to the locations of street and driveway entrances may occur, as required to meet state and local agency standards, or as a result of further site investigation and coordinate with final subdivision and site plan design.
- b) Coordination: The developer shall coordinate where feasible with neighboring property owners regarding stub road locations and future roadway connections.

## **6. Landscaping**

Landscaping will be provided in accordance with Article II, Section 19.4(J) of the Zoning Ordinance. Existing vegetation will be retained and maintained to the extent feasible.

## **7. Open Space**

Common open space will be provided, to be platted and recorded separately from other uses. Open space (excluding dedicated greenways) will be owned and maintained by a Homeowner's Association or Property Owners Association. Any dedicated greenways will be included in allowable open space calculations. A minimum of 20% of the total development area shall be open space.

## **8. Parking and Loading**

Parking, loading, and other requirements for each permitted use and platted lot will be in accordance with the requirements of Article I, Section 7, Subsection I for the Fort Mill Zoning Ordinance subject to the petitioner's ability to include parking spaces located within units with garages as eligible spaces meeting said requirements.

## **9. Access to Lots**

Access (curb cuts) to each platted lot must comply with standards set forth in the Fort Mill Zoning and Subdivision Ordinances.

## **10. Signage**

A proposed project signage package shall be provided for approval by the town. All signs shall meet the requirements of Article II, Section 19.4(1), Subsections 1, and 2 of the Zoning Ordinance. Approval to not be unreasonably withheld.

## **11. Building Heights**

Proposed building heights will not exceed 60 feet. Building height shall be measured in accordance with Article II, Section 19.4(D) of the Zoning Ordinance.

## **12. Improvements**

The developer will be responsible for installation of required streets, utilities, common areas, amenity improvements, open space, storm drainage, and buffer yards, which pertain specifically to the project.

## **13. Changes**

- a) Petitioner/Developer understands that upon approval of the Mixed Use Development by the Town Council, any changes that are proposed which are considered to be of a minor nature such as adjustments or relocation of streets, lots, and open space; or adjustments to interior parcel boundaries, parcel sizes, or lot sizes and quantities, may be approved by the Fort Mill staff through an administrative review process. Other minor changes may be made to the list of permitted uses, unit mixture, reallocation of unit types, relocation of uses, buffer yards, landscaping and open space standards throughout the project, shall be subject to review and approval through an administrative process by the Fort Mill staff.
- b) Significant changes to the Mixed Use Development Concept Plan which include changes increasing overall project dwelling unit count, land use summary, location of primary access points to the property and adding acreage are all considered to be major site plan changes and are subject to approval by the Town Council in accordance with Chapter 32 of the Fort Mill Municipal Ordinance.

## **14. Construction Schedule and Phasing**

This development will be constructed in phases. Proposed phasing will be determined and approved during the Preliminary Plat process.

## **15. Development Standards**

Design Standards-Storm drainage and utilities (including sanitary sewer, gas, electric, telephone and cable television) may occur within landscape corridors.

- a) Maximum Residential Density: 20.0 dwelling units per acre
- b) Maximum Retail/Office Density: 10,000 square feet per acre
- c) Impervious Surface Ratio: 85% for all uses
- d) Residential Development
  - i. Minimum front building setbacks (from street r/w): 20 feet
  - ii. Minimum side yard: 5 feet
  - iii. Minimum side yard at corner lots (from street r/w): 10 feet
  - iv. Minimum rear yard: 20 feet
  - v. Minimum street frontage: 30 feet



- vi. Minimum lot size: 2,400
- e) Office/Retail Development
- i. Minimum front building setbacks (from street r/w): 30 feet
  - ii. Minimum side yard: 5 feet
  - iii. Minimum side yard at corner lots (from street r/w): 10 feet
  - iv. Minimum rear yard: 20 feet
  - v. Minimum street frontage: 80 feet
  - vi. Minimum lot size: 20,000
- f) Buffer Yards: Perimeter Buffer yards between the Haire Village Mixed Use Development and adjacent properties will be in accordance with Article II, Section 19.4(K) of the Zoning Ordinance. The buffer shall be a natural, undisturbed wooded area where possible, and shall count towards the provision of open space for the development where the buffer is not platted and made part of an individual, privately owned lot. Where an existing natural, undisturbed wooded area does not exist, a planted buffer shall be required in conformance with the buffer standards of Article II, Section 19.4(K) of the Zoning Ordinance
- g) Petitioner reserves the right to construct a minimum 6-foot high opaque fence, wall, berm, or combination thereof in order to satisfy buffer and/or screening requirements. In the event that the petitioner or their assignee decides to install a fence, wall, or berm, they may reduce buffer area dimensions by 25%. Buffer Yards will be designed in a manner to allow openings of an appropriate width in order to allow pedestrian connectivity. Utilities and right of ways are allowed to be located in buffer areas where needed.

## **16. Lot Transfer and Recording**

Lots may be transferred or recorded by means of posting appropriate surety bonds as referenced in Sec. 32.104.

## **17. Water and Sewer**

The Developer understands that water and sewer will be provided by the Town of Fort Mill for all lots within the Mixed Use Development. The Developer shall construct or cause to be constructed at Developer's cost all necessary water and sewer service infrastructure to, from, and within the Property. The developer will comply with all DHEC and the Town of Fort Mill water and sewer specifications. The Property shall be subject to all current and future water connection/capacity fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. A water and sewer "willingness and capability letter" must be received from the Town of Fort Mill Engineering Department prior to obtaining a grading permit for any portion of the development utilizing the Town of Fort Mill water and sewer. Treatment capacity at the Town's municipal wastewater treatment plant will not be reserved until a sewer system construction permit has been issued for the Project by the South Carolina Department of Health and Environmental Control (SCDHEC). Notwithstanding the provisions referenced

above, nothing in these Development Conditions shall preclude the Town and Developer from entering into a separate Utility Agreement for cost-sharing of sewer transmission systems when such agreement may be of mutual benefit to both parties. In the event that a utility agreement is reached with the petitioner and the Town of Fort Mill, that agreement shall be implemented into the project design based on the requirements and specifications outlined in the agreement.

**18. Applicable Ordinances**

This development will be subject to the standards and requirements for the Fort Mill Subdivision Ordinance and Zoning Ordinance in effect at the date of approval by the Town of Fort Mill or as superseded by the provisions of the Haire Village Mixed Use Development Concept Plan and Technical Data Sheet, as approved by the Town of Fort Mill.

**19. Ten Year Vested Right**

Due to the size of the proposed development and the level of Petitioner's investment, the Petitioner requests and has been granted a ten (10) year vested right for construction of this project. The ten year vesting period shall commence upon final approval of these development conditions.

**20. Annexation**

Land parcels comprising Haire Village is currently a part of unincorporated York County and will be subject to these Development Standards & Conditions if annexed into the city of Fort Mill, South Carolina.

**21. Binding Effect of the Rezoning Documents**

If this Rezoning Petition is approved, all conditions applicable to development of the site imposed under the Rezoning Concept Plan and Development Standards Sheet will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of the Petitioner and subsequent owners of the site and their respective successors in interest and assigns. Upon approval of the Rezoning Concept Plan and Development Standards Sheet by the Town of Fort Mill the Petitioner agrees to record above listed documents at the York County register of deeds office within 120 days of annexation of the subject property into Fort Mill, South Carolina.

**22. Restrictive Covenants Restrictive**

Covenants will be created and recorded with the office of the county clerk of court prior to the approval of a plat or issuance of a building permit for a vertical building on the property. Covenants shall be in accordance with Article II, Section 19.3(D) of the Fort Mill Zoning Ordinance.

**23. Municipal Tax District (MID) Option**

The petitioner reserves the right to have the ability to pursue a Municipal Tax District (MID) for the Haire Village MXU project, with the cooperation of the Town of Fort Mill; for the use of on and off site infrastructure improvements. MID District shall be in accordance with state and local government requirements.

#### **24. Development Impact Fees**

The Property shall be subject to all current and future development impact fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. For the purpose of this Agreement, the term “development impact fees” shall include, but not be limited to, the meaning ascribed to such term in the South Carolina Development Impact Fee Act, Sections 6-1-910, et seq, of the SC Code of Laws.

**Exhibit B**

**Concept Plan  
Haire Village MXU Project**

**CONCEPT PLAN**  
The Catalyst Group, LLC, Haire Village MXU Project



**Planning Commission Meeting**  
**June 21, 2016**  
**New Business Item**

**Annexation Request: Chase Property**

An ordinance annexing York County Tax Map Numbers 736-00-00-028, 736-00-00-032 and a portion of 736-00-00-031 lying west of the future Fort Mill Parkway right-of-way, containing approximately 28.6 +/- acres located on Tom Hall Street and the future Fort Mill Parkway (*Ward 4: Moody*)

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**Background / Discussion**

The town has received an annexation application from Michael W. Chase, the owner of record for York County Tax Map Numbers 736-00-00-028, 736-00-00-032 and 736-00-00-031 (portion lying west of the future Fort Mill Parkway right-of-way). These parcel contains a total of 28.6 +/- acres located along Tom Hall Street and Phase 2 of the future Fort Mill Southern Bypass.

The property is contiguous to land owned by Supper 17 LLC (zoned HC), as well as the Kimbrell Crossing subdivision (zoned R-10 Residential), both of which are located inside the town limits. Therefore, the subject property meets the contiguity requirement as established by state law.

The subject parcel is currently zoned RD-I per York County GIS. The county's RD-I district allows single-family residences (min. 8,000 sf to one acre per dwelling unit), townhomes (min. 2,000 sf per unit), apartments and condominiums. The district also allows child/adult care centers, religious uses, modular homes, parks, nursing facilities, parks and schools. The RD-I District also requires a minimum open space of 20%. A portion of the property currently houses York County's Fort Mill East Convenience Center (1245 Tom Hall Street), while the remainder of the property is currently vacant.

The applicant has requested a zoning designation of HC Highway Commercial. The HC district allows a variety of commercial uses, including retail, restaurant, office, hotel, medical, and personal services. The minimum dimensional requirements in the HC district are as follows: 10,000 square foot minimum lot area; 75 foot minimum lot width; setback requirements of 35 feet in the front and rear, and 10 feet on both the sides; and a maximum building height of 35 feet.

The applicant, Charlotte-Mecklenburg Hospital Authority (CMHA), is currently under contract to purchase these parcels, as well as the neighboring property, which is owned by Supper 17 LLC. The Supper 17 LLC parcels are currently in the town limits with a zoning designation of HC. If approved, the applicant intends to build a medical office building and associated commercial uses on the property.

CMHA is also requesting consideration of a proposed development agreement for the Michael Chase and Supper 17 LLC properties. The draft development agreement is included as a separate agenda item.

## **Recommendation**

The property is contiguous to the town limits and is, therefore, eligible for annexation.

The subject property is located within an area that has been designated as “Commercial” on the Town of Fort Mill’s Future Land Use Map, last updated in May 2016. The property is also located in Node 6. The Comprehensive Plan recommends the following types of development within Node 6:

“It is expected that the intersection of Springfield Parkway and Tom Hall Road will continue to serve as a retail and commercial center. New roadway capacity will reduce traffic in the area. Improved streetscape and pedestrian connectivity is needed to create a safer and more walkable environment for patrons. In addition, this Node is the main gateway into Fort Mill from the east. Attention to the scale and design of future development is important in creating a welcome point for individuals entering town.”



The Planning Department believes that the following items should warrant additional discussion and/or consideration:

### **Density / Zoning Designation**

The requested zoning designation of HC is consistent with the recommendations of the town’s Future Land Use Map. The HC district is also consistent with neighboring uses, including Walgreens, Avery Plaza, Fairway Fuel, and a future QuikTrip, at the intersection of Tom Hall Street/SC 160 and Fort Mill Parkway/Springfield Parkway.

### **Traffic Impact**

A traffic impact analysis (TIA) shall be required prior to the approval of any site specific development plans. The property will include frontage on Tom Hall Street, as well as Phase 2 of the future Fort Mill Southern Bypass. Specific traffic impacts will not be known until the specific types and square footages of commercial development have been identified.

**Utility Impact**

The subject property is located in the town's service area, and would be served by the town's water and sewer system. As with all other projects, any upgrades necessary to serve the project (including upgrades to existing facilities) would be borne by the applicant.

**Fire Service**

The subject property is located approximately 1.2 miles (ordinary driving distance) from the town's main fire station on Tom Hall Street. This would be within the ISO recommended distance of 5 miles.

**School Impact**

The HC zoning district will permit commercial development only. Therefore, no enrollment impact is anticipated.

Based on the future land use map and recommendations from the town's Comprehensive Plan, staff believes that the zoning designation requested is consistent with previously adopted plans. Therefore, staff recommends in favor of annexation with a zoning designation of HC.

Nothing in this report shall be deemed a guarantee that water and/or sewer service/capacity will be available at the time of development. The property shall also be subject to a TIA prior to approval of any preliminary plat or construction drawings. Any improvements deemed necessary as a result of the TIA would be the responsibility of the applicant.

Joe Cronin  
Planning Director  
June 17, 2016



RECEIVED

JUN 06 2016



Date: June 5, 2016

Dennis Pieper  
Town Manager  
Town of Fort Mill  
PO Box 159  
Fort Mill, SC 29716

Re: Request for Annexation

Dear Mr. Pieper:

As the owner(s) of the property indicated below, I/we respectfully request that the Town of Fort Mill annex the property into the Town limits. I/we also request that the property be zoned upon annexation as indicated. Thank you for your consideration.

1245 B  
Property Address: ~~964~~ Tom Hall Street (SC Hwy 160) and Tom Hall Street and Fort Mill Parkway/Fort Mill Southern Bypass

Tax Map Number: Tax Parcel 736-00-00-028; Tax Parcel 736-00-00-032; and the portion of Tax Parcel 736-00-00-031 that lies west of the Fort Mill Parkway/Fort Mill Southern Bypass right-of-way.

Total Acreage: Approximately 28.6 acres

Zoning Designation Requested: HC (Highway Commercial)

Property Owner(s): Michael W. Chase  
P.O. Box 183  
Fort Mill, SC 29716

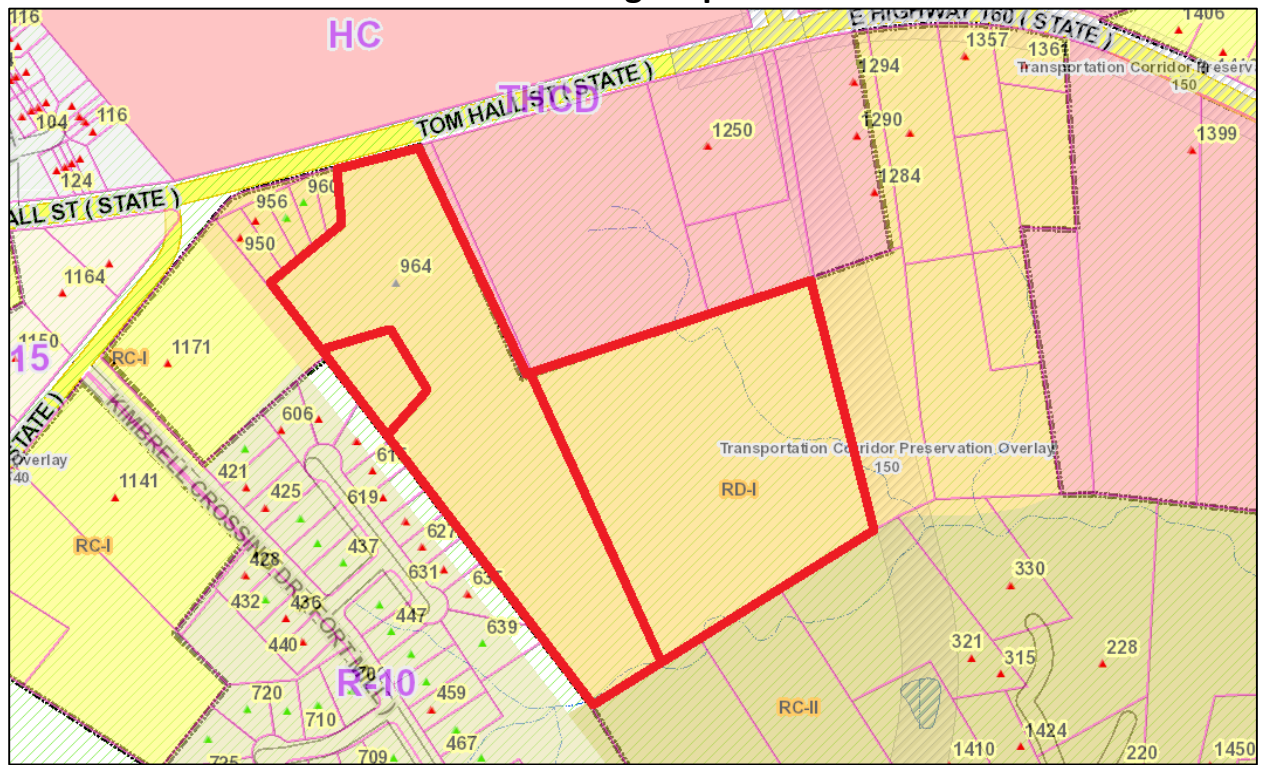
Print Name(s):

MICHAEL W. CHASE

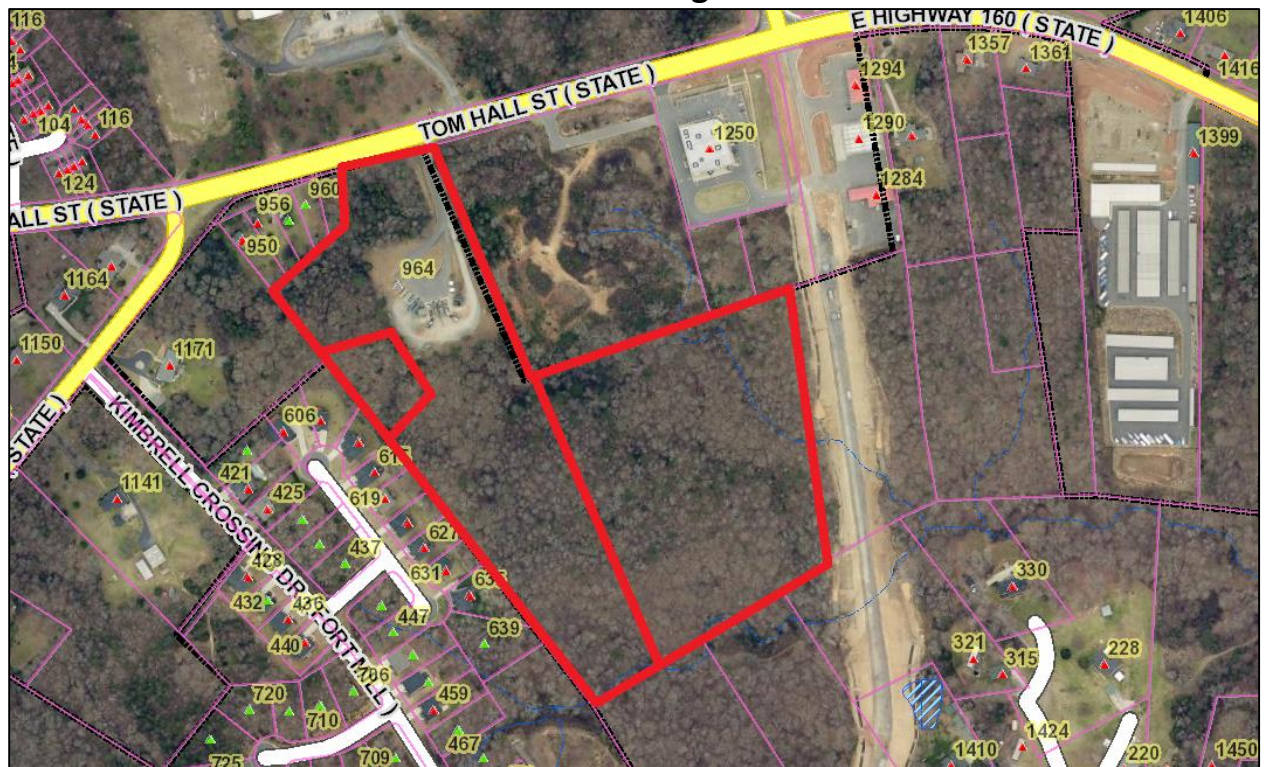
Signature(s):

Michael W. Chase

Zoning Map



Aerial Image



STATE OF SOUTH CAROLINA  
TOWN COUNCIL FOR THE TOWN OF FORT MILL  
ORDINANCE NO. 2016-\_\_\_

AN ORDINANCE ANNEXING YORK COUNTY TAX MAP NUMBERS 736-00-00-028, 736-00-00-032 AND THE PORTION OF 736-00-00-031 LYING WEST OF THE FUTURE FORT MILL PARKWAY RIGHT-OF-WAY, CONTAINING APPROXIMATELY 28.6 +/- ACRES LOCATED ON TOM HALL STREET AND THE FUTURE FORT MILL PARKWAY

WHEREAS, a proper petition was submitted to the Fort Mill Town Council on June 6, 2016, by Michael W. Chase (the "Property Owner"), requesting that York County Tax Map Numbers 736-00-00-028, 736-00-00-032, and the portion of 736-00-00-031 lying west of the future Fort Mill Parkway right-of-way, such parcels being owned fully by the Property Owner, be annexed to and included within the corporate limits of the Town of Fort Mill under the provisions of S.C. Code Section 5-3-150(3); and

WHEREAS, the Planning Commission of the Town of Fort Mill, in a duly called meeting on June 21, 2016, made its recommendation in favor of annexation, and that upon annexation, the aforesaid area shall be zoned under the Town's Zoning Ordinance, as follows: HC Highway Commercial; and

WHEREAS, a public hearing was advertised and held at 7:00 pm on July 11, 2016, during a duly called regular meeting of the Town Council of the Town of Fort Mill; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of the State of South Carolina, as amended, provides that any area or property which is contiguous to a municipality may be annexed to the municipality by filing with the municipal governing body a petition signed by all persons owning real estate in the area requesting annexation. Upon the agreement of the governing body to accept the petition and annex the area, and the enactment of an ordinance declaring the area annexed to the municipality, the annexation is complete; and

WHEREAS, using the definition of "contiguous" as outlined in S.C. Code Section 5-3-305, the Town Council has determined that the above referenced property is contiguous to property that was previously annexed into the corporate limits of the Town of Fort Mill; and

WHEREAS, the Town Council has determined that annexation would be in the best interest of both the property owner and the Town of Fort Mill;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Fort Mill in Council assembled:

SECTION I. Annexation. It is hereby declared by the Town Council of the Town of Fort Mill, in Council assembled, that the incorporated limits of the Town of Fort Mill shall be extended so as to include, annex and make a part of said Town, the described area of territory above referred to, being more or less 28.6 +/- acres, the same being fully described in Exhibit "A" attached hereto, and contiguous to land already within the Town of Fort Mill. Pursuant to S.C. Code Section 5-3-

110, this annexation shall include the whole or any part of any street, roadway, or highway abutting the above referenced property, not exceeding the width thereof, provided such street, roadway or highway has been accepted for and is under permanent public maintenance by the Town of Fort Mill, York County, or the South Carolina Department of Transportation.

**SECTION II. Zoning Classification of Annexed Property.** The above-described property, upon annexation into the corporate limits of the Town of Fort Mill, shall be zoned, as follows: HC Highway Commercial.

**SECTION III. Voting District.** For the purpose of municipal elections, the above-described property, upon annexation into the incorporated limits of the Town of Fort Mill, shall be assigned to and made a part of Ward Three (3).

**SECTION IV. Notification.** Notice of the annexation of the above-described area and the inclusion thereof within the incorporated limits of the Town of Fort Mill shall forthwith be filed with the Secretary of State of South Carolina (SCSOS), the South Carolina Department of Public Safety (SCDPS), and the South Carolina Department of Transportation (SCDOT), pursuant to S.C. Code § 5-3-90(E).

**SECTION V. Severability.** If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

**SECTION VI. Effective Date.** This ordinance shall be effective from and after the date that the Property Owner transfers the above-described property to the Charlotte-Mecklenburg Hospital Authority, through a deed recorded in the Office of the Register of Deeds, York County, South Carolina. If the property is not transferred within ninety (90) days from the date of adoption, this ordinance shall be of no force or effect.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2016, having been duly adopted by the Town Council for the Town of Fort Mill on the \_\_\_\_ day of \_\_\_\_\_, 2016.

First Reading:  
Public Hearing:  
Second Reading:

TOWN OF FORT MILL

\_\_\_\_\_  
Gynn H. Savage, Mayor

LEGAL REVIEW

ATTEST

\_\_\_\_\_  
Barron B. Mack, Jr, Town Attorney

\_\_\_\_\_  
Virginia Burgess, Town Clerk

## EXHIBIT A

### Property Description

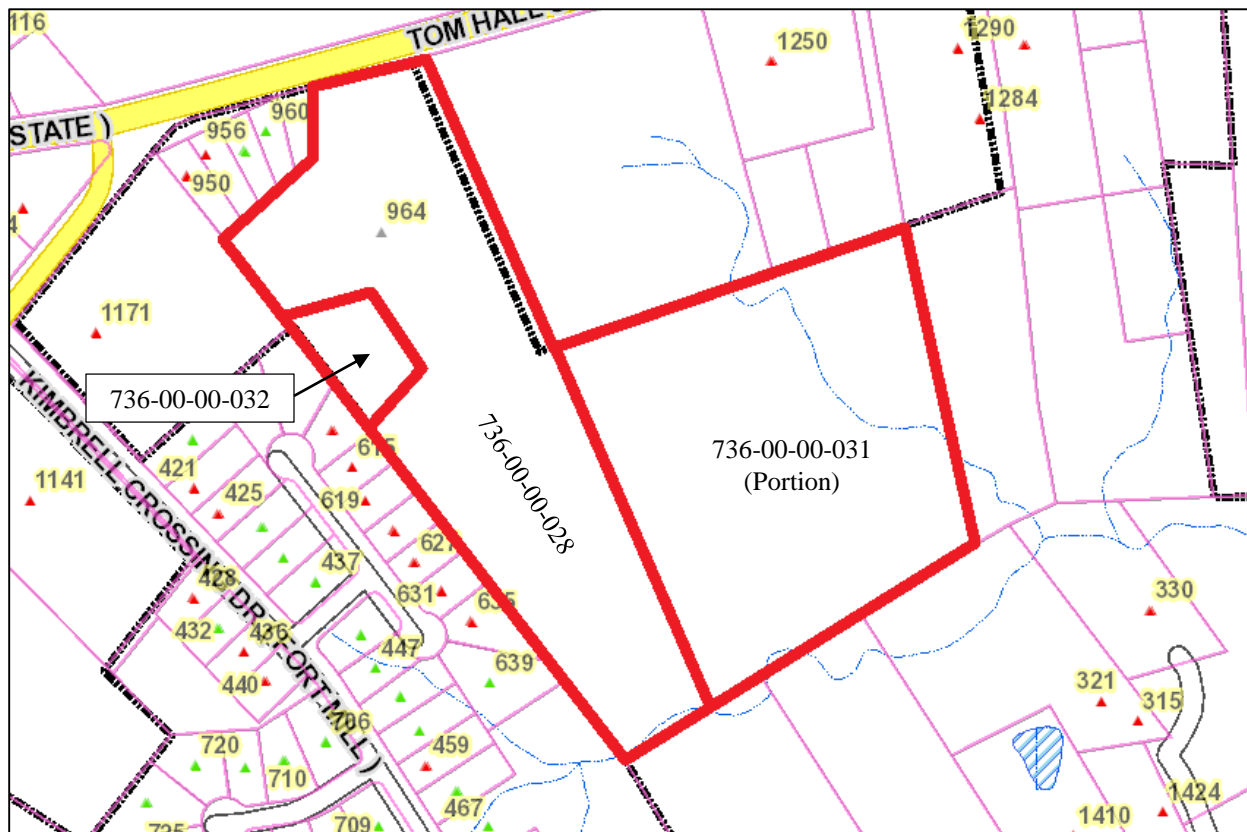
All those certain pieces, parcels or tracts of land lying, being and situate in Fort Mill Township, County of York, State of South Carolina, containing 28.6 +/- acres, more or less, containing all the property shown in the map attached as Exhibit B, and being more particularly described as York County Tax Map Numbers 736-00-00-028, 736-00-00-032, and the portion of 736-00-00-031 lying west of the future Fort Mill Parkway right-of-way.

Pursuant to S.C. Code Section 5-3-110, this annexation shall include the whole or any part of any street, roadway, or highway abutting the above referenced property, not exceeding the width thereof, provided such street, roadway or highway has been accepted for and is under permanent public maintenance by the Town of Fort Mill, York County, or the South Carolina Department of Transportation.

## EXHIBIT B

### Property Map

York County Tax Map Number  
736-00-00-028, 736-00-00-032, and the portion of 736-00-00-031 lying west of the future Fort  
Mill Parkway right-of-way





**Planning Commission Meeting**  
**June 21, 2016**  
**New Business Item**

**Development Agreement: Kanawha Land, LLC**

An ordinance authorizing the entry by the Town of Fort Mill into a Development Agreement with the Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System, for property located at York County Tax Map Numbers 020-08-01-004, 020-08-01-005, 736-00-00-028, 736-00-00-032, and the portion of 736-00-00-031 lying west of the future Fort Mill Parkway right-of-way, such parcels containing approximately 38.6 +/- acres located on or near Tom Hall Street and the future Fort Mill Parkway; authorizing the execution and delivery of such Development Agreement; and other matters relating thereto

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**Background / Discussion**

The town has received a proposed development agreement from the Charlotte-Mecklenburg Hospital Authority, d/b/a Carolinas HealthCare System, for property located at York County Tax Map Numbers 020-08-01-004, 020-08-01-005, 736-00-00-028, 736-00-00-032, and the portion of 736-00-00-031 lying west of the future Fort Mill Parkway right-of-way.

In the aggregate, these parcels contain a total of approximately 38.6 +/- acres. A concept plan and property description are included in the attachments.

Three of the five parcels contained within the proposed development agreement, which are currently owned by Michael W. Chase, are pending annexation with a requested zoning designation of HC Highway Commercial (see New Business item #1). The remaining parcels, which are currently owned by Supper 17 LLC, are already located inside the town limits, with a zoning designation of HC.

All parcels are currently under contract for sale to CMHA. Pending approval of the annexation and development agreement ordinance, the applicant intends to build a medical office building and associated commercial buildings on the property.

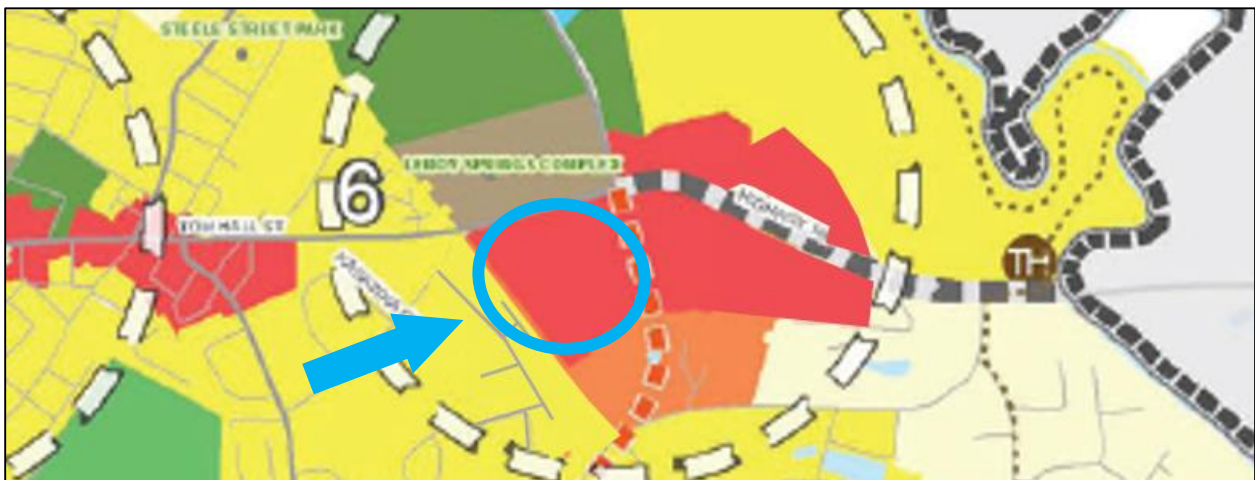
The terms of the five-year development agreement will generally follow the standard provisions of the zoning ordinance and other development regulations of the town; however, the applicant has requested the inclusion of the following items:

- Permitted Uses:
  - Any use permitted in the existing HC Highway Commercial district would be permitted on the property, unless such use is prohibited by the COD/COD-N Overlay. Without limitation, hospitals, medical office buildings, general offices and drug stores shall be expressly permitted.
  - Any use permitted in the proposed GC General Commercial district may also be permitted, subject to council's adoption of the GC district in the new UDO.

- Changes to the Zoning Ordinance:
  - Maximum Height: The agreement would increase the maximum allowable building height from 35 feet (per the HC district) to 50 feet.
  - Architectural Standards: At a minimum, the exterior of all structures within the property shall feature quality materials such as brick, stone, stucco, wood and/or fiber cement siding. Metal, concrete block, precast or formed in place concrete and vinyl siding will not be permitted as a primary building material.
  - Residential Buffers: A 50' buffer has been included in the proposed concept plan along adjacent residential boundaries to the west and south of the property.
- Changes from Subdivision Ordinance:
  - The Planning Director may administratively approve the subdivision of any lot(s), provided the lot(s) meet the minimum requirements of the HC district, and no new roads are created.
- Other Provisions:
  - Effect of Future Laws: The property will be entitled to develop under the current zoning ordinance and development regulations; however, following adoption of the UDO, the developer may apply all or part of the UDO (at the developer's option) to the property. This would be considered a minor amendment, and would require no subsequent approval.
  - The property would not be subject to any building moratorium.
  - The property will be subject to all town impact fees.

### **Recommendation**

As stated in the previous agenda item, the subject property is located within an area that has been designated as "Commercial" on the Town of Fort Mill's Future Land Use Map, last updated in May 2016. The property is also located in Node 6, which is envisioned as a retail and commercial center.





In reviewing the proposed annexation and draft development agreement, staff has the following comments and recommendations:

### **Density / Zoning Designation**

In our opinion, the requested zoning designation of HC is consistent with the Future Land Use Map contained within the town's Comprehensive Plan. Staff also believes that the proposed uses and densities contained within the draft development agreement are also consistent with the Comprehensive Plan.

### **Traffic Impact**

The draft concept plan (attached) includes vehicular access to Tom Hall Street and the future Fort Mill Parkway. The draft development agreement stipulates that a traffic impact analysis (TIA) will be required before any development activities will be permitted to take place. Any off-site roadway improvements, as deemed necessary by the town and SCDOT, will be the responsibility of the developer.

### **Utility Impact**

The subject property will be served by the town's water and sewer system. Based on the development schedule included in the proposed development agreement, the town expects to have sufficient water and sewer capacity to serve the project. The town was recently granted the ability to promise up to 4 MGD (up from 3 MGD), and the Engineering Department is currently in the process of designing a future plant expansion to 6 MGD. This 6 MGD expansion is expected to be completed during the first five years of the project. As with all other projects, any upgrades or extensions necessary to serve the project would be borne by the applicant.

### **Fire Service**

The subject property is located approximately 1.2 to 1.5 miles (ordinary driving distance) from the town's main fire station on Tom Hall Street. This would be within the ISO recommended distance of 5 miles.

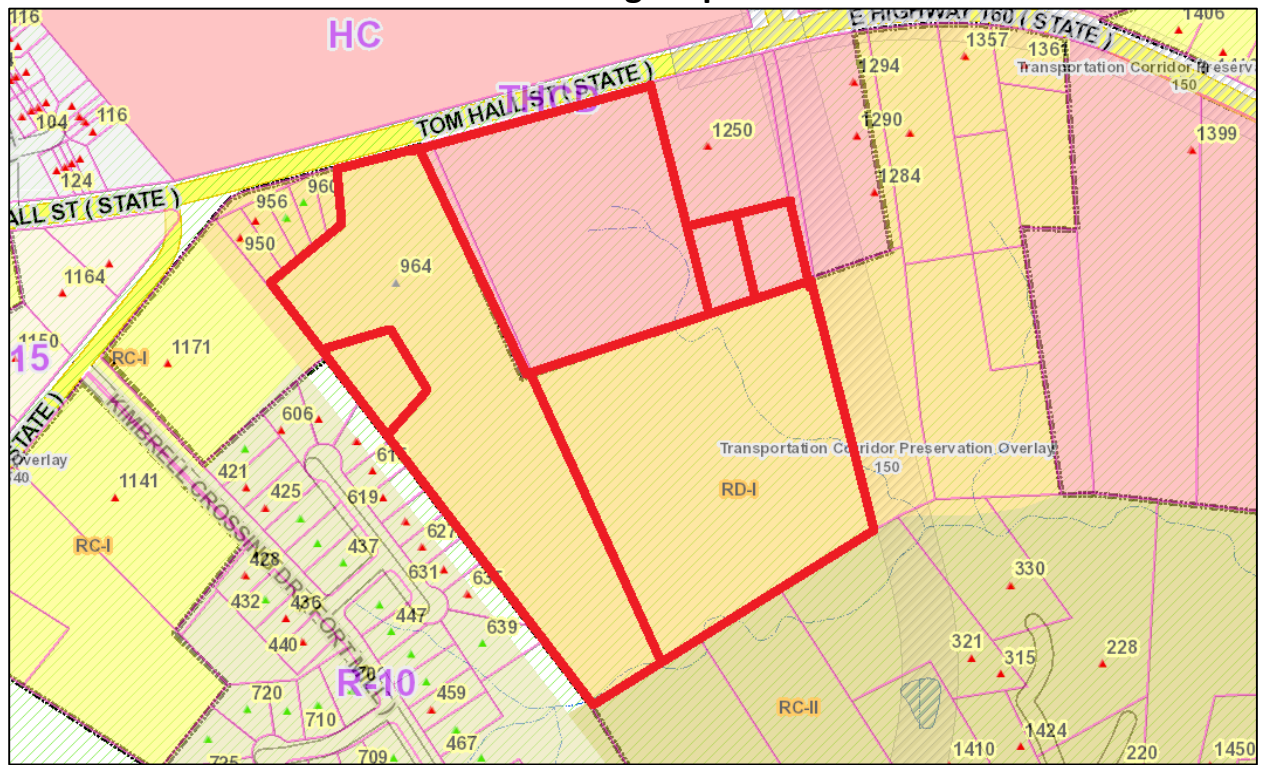
### **School Impact**

The HC zoning district will permit commercial development only. Therefore, no enrollment impact is anticipated.

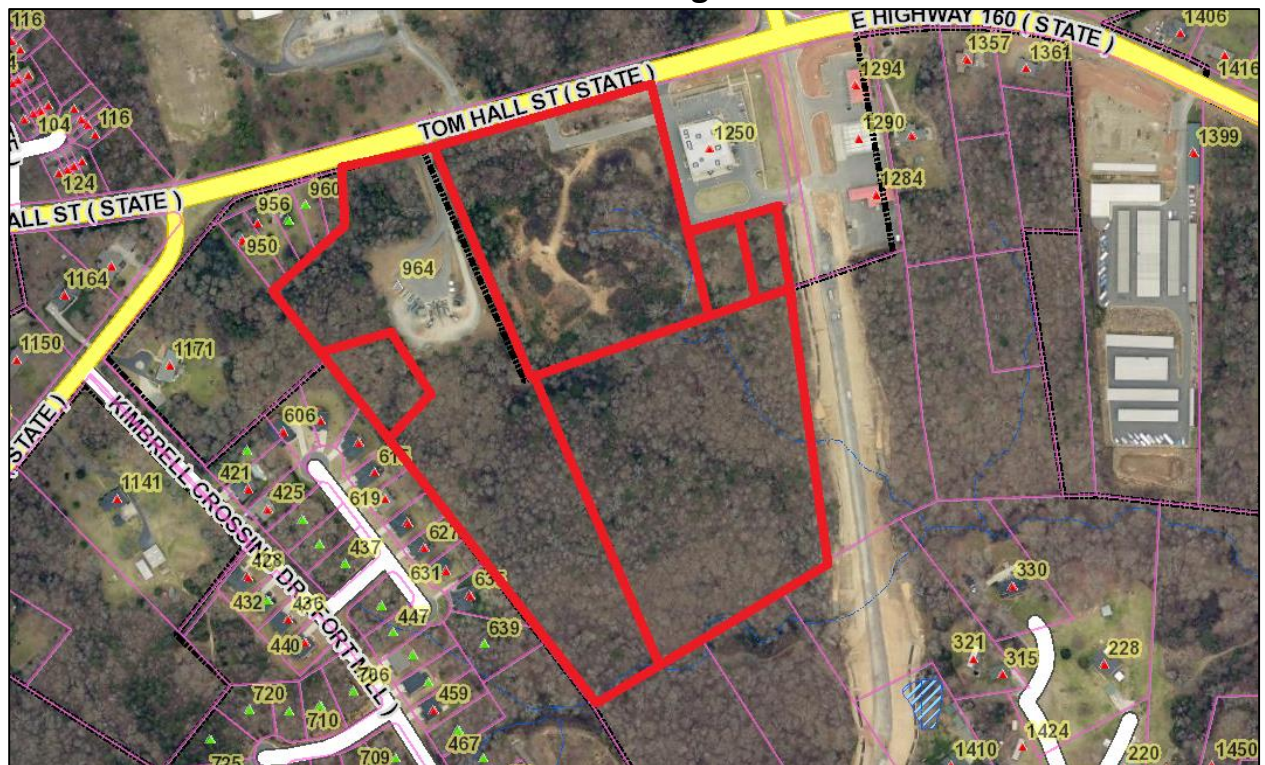
As stated previously, staff believes that the annexation request, as well as the proposed development agreement, are consistent with the town's comprehensive plan. Therefore, staff recommends in favor of approval.

Joe Cronin  
Planning Director  
May 27, 2016

**Zoning Map**



**Aerial Image**



RECEIVED

JUN 06 2015

**ANNEXATION PETITION AND REQUEST FOR ENTRY OF DEVELOPMENT  
AGREEMENT FILED BY AND FOR CMHA JOINDER AGREEMENT**

The undersigned Charlotte-Mecklenburg Hospital Authority ("CMHA") has a contract to purchase the parcel(s) of land of Michael W. Chase ("Chase") that are subject to the annexation petition and zoning request filed contemporaneously herewith, designated as Tax Parcel 736-00-00-028; Tax Parcel 736-00-00-032; and the portion of Tax Parcel 736-00-00-031 that lies west of the Fort Mill Parkway/Fort Mill Southern Bypass right-of-way, on the York County, SC Tax Maps, comprising approximately 28.6 acres (the "Chase Site"). CMHA hereby confirms its joinder in the annexation petition, its request for Highway Commercial zoning, and its request for entry of a development agreement with the Town of Fort Mill for the Chase Site. CMHA requests that the Town's ordinance approving the annexation provide that the ordinance will be subject to the recording of deeds for the Chase Site to CMHA and allow the parties a reasonable time of 90 days following the Town's approval in which to record the deeds.

CMHA also has a contract to purchase the parcel(s) of land of Supper 17 LLC that are subject to the request for entry of development agreement submitted on behalf CMHA, designated as Tax Parcel 020-08-01-004 (all portions) and Tax Parcel 020-08-01-005 on the York County, SC Tax Maps, comprising approximately 10 acres (the "Supper 17 Site"). CMHA hereby confirms its request for entry of a development agreement with the Town of Fort Mill for the Supper 17 Site.

By: [Signature]  
Charlotte-Mecklenburg Hospital Authority  
9401 Arrowpoint Blvd., 3<sup>rd</sup> Floor  
Charlotte, NC 28273

Its: ASSISTANT VICE PRESIDENT

North Carolina  
County of Mecklenburg

ANTHONY C. PEREZ, appearing before the  
undersigned Notary and being duly sworn,  
says that:

1. I am an authorized representative for CMHA.
2. All statements above are true and correct.

Sworn to (or affirmed) and subscribed before me this the 3<sup>rd</sup> day of June, 2016.

(Official Seal)

[Signature]  
Official Signature of Notary  
ROBERT W. DRAYTON  
Notary's Name (printed)  
My commission expires: 1 JUNE 2020

RECEIVED


JUN 06 2016

*me*

**REQUEST FOR ENTRY OF DEVELOPMENT AGREEMENT FILED BY AND  
FOR CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY  
JOINDER AGREEMENT**

The undersigned, as the owner of that parcel(s) of land subject to the request for entry of development agreement submitted on behalf of the Charlotte-Mecklenburg Hospital Authority ("CMHA") that is designated as Tax Parcel 020-08-01-004 (all portions) and Tax Parcel 020-08-01-005 on the York County, SC Tax Maps (the "Site"), hereby confirms its joinder in the request for entry of a development agreement with the Town of Fort Mill. CMHA has a contract to purchase the Site and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before the Town.

This 6 day of June, 2016

By:   
**Supper 17 LLC**  
**5000 Maidstone Drive #26**  
**Boiling Springs, SC 29316**

Its: MANAGER MANAGER

RECEIVED

JUN 08 2016

*me*

**ANNEXATION PETITION AND REQUEST FOR ENTRY OF DEVELOPMENT  
AGREEMENT FILED BY AND FOR CHARLOTTE-MECKLENBURG HOSPITAL  
AUTHORITY  
JOINDER AGREEMENT**

The undersigned, as the owner of that parcel(s) of land subject to the annexation petition and request for entry of development agreement filed in my name on behalf of the Charlotte-Mecklenburg Hospital Authority ("CMHA") that is designated as Tax Parcel 736-00-00-028; Tax Parcel 736-00-00-032; and the portion of Tax Parcel 736-00-00-031 that lies west of the Fort Mill Parkway/Fort Mill Southern Bypass right-of-way, on the York County, SC Tax Maps, comprising approximately 28.6 acres (the "Site"), hereby confirms his joinder in the annexation petition, the request for Highway Commercial zoning, and CMHA's request for entry of a development agreement with the Town of Fort Mill. CMHA has a contract to purchase the Site and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before the Town. I request that the Town's ordinance approving the annexation provide that the ordinance will be subject to the recording of deeds for the Site to CMHA and allow the parties a reasonable time of 90 days following the Town's approval in which to record the deeds.

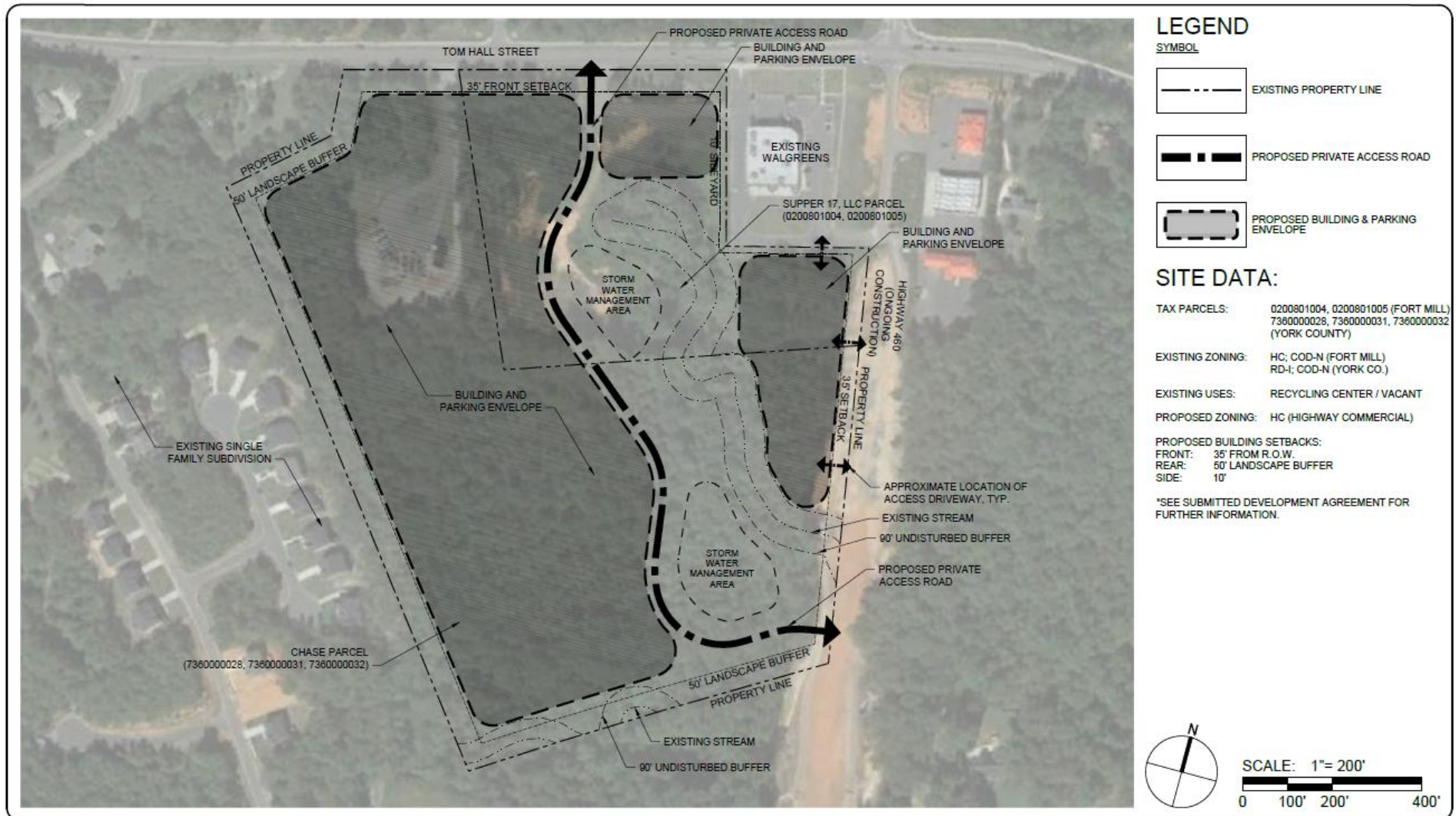
This 6<sup>th</sup> day of June, 2016


By: *Michael W. Chase*  
**Michael W. Chase**  
P.O. Box 183  
Fort Mill, SC 29716



# Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System

## Proposed Concept Plan



 <p><b>BLOC Design</b> 1310 S. Tryon Street, Suite 111 Charlotte, NC 28203 phone: 704-650-1446 www.blocnc.com landscape architecture   planning   engineering NC FIRM: P-1007, C-330</p>	<p><b>PROJECT NAME:</b> FORT MILL MOB II OSR 282515</p> <p><b>OWNER / CLIENT:</b> CAROLINAS HEALTHCARE SYSTEM FORT MILL, SOUTH CAROLINA</p>	<p><b>SHEET TITLE:</b> OVERALL REZONING PLAN</p>	<p><b>SHEET:</b> RZ-1</p> <p>JOB NO.: 00262.02 DATE: 05.05.16 SCALE: 1"=200'</p>
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STATE OF SOUTH CAROLINA  
TOWN COUNCIL FOR THE TOWN OF FORT MILL  
ORDINANCE NO. 2016-\_\_

AN ORDINANCE AUTHORIZING THE ENTRY BY THE TOWN OF FORT MILL INTO A DEVELOPMENT AGREEMENT WITH THE CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY D/B/A CAROLINAS HEALTHCARE SYSTEM, FOR PROPERTY LOCATED AT YORK COUNTY TAX MAP NUMBERS 020-08-01-004, 020-08-01-005, 736-00-00-028, 736-00-00-032, AND THE PORTION OF 736-00-00-031 LYING WEST OF THE FUTURE FORT MILL PARKWAY RIGHT-OF-WAY, SUCH PARCELS CONTAINING APPROXIMATELY 38.6 +/- ACRES LOCATED ON OR NEAR TOM HALL STREET AND THE FUTURE FORT MILL PARKWAY; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH DEVELOPMENT AGREEMENT; AND OTHER MATTERS RELATING THERETO

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE TOWN COUNCIL FOR THE TOWN OF FORT MILL:

ARTICLE I

FINDINGS OF FACT

Section 1.1 Findings of Fact. As an incident to the adoption of this Ordinance, the Town Council (the "Town Council") of the Town of Fort Mill, South Carolina (the "Town"), has made the following findings:

(A) The Town is authorized pursuant to the provisions of the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 through 6-31-160, inclusive, of the Code of Laws of South Carolina, 1976, as amended (herein and as codified, the "Act"), to enter into development agreements with developers (as defined in the Act) to promote comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources and reduce the economic cost of development.

(B) The Town has engaged in negotiations with the Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System (the "Developer"), with respect to the terms of the development agreement attached hereto as Exhibit A (the "Agreement"), and has reached an agreement with the Developer on the matters set forth in the Agreement. Portions of the Property (as defined in the agreement), identified as York County Tax Map Numbers 736-00-00-028, 736-00-00-032, and the portion of 736-00-00-031 lying west of the future Fort Mill Parkway right-of-way, have by ordinance adopted on\_\_\_\_\_, 2016 (Ordinance No.\_\_\_\_\_) been annexed into the Town by agreement of Michael W. Chase, being 100% of the owners thereof, pursuant to Section 5-3-150, Code of Laws of South Carolina, 1976, as amended.



(C) After due investigation, the Town Council has determined that it is in the best interests of the Town to approve the Agreement and authorize its execution and delivery.

(D) The Town Council has made a finding that the development of the Property as proposed in the Concept Plan, as defined in the Agreement, is consistent with the Town's comprehensive plan and land development regulations in effect as of the date hereof.

(E) The Town Council has determined that all conditions precedent to the execution and delivery of the Agreement shall, upon the final reading of this Ordinance (herein, "Ordinance"), have been met. Two public hearings, as required by Section 6-31-50 of the Act, have been duly noted and held.

(F) The Town Council is adopting this Ordinance in order to:

- (1) approve the entry by the Town into the Agreement; and
- (2) authorize the execution and delivery of the Agreement on behalf of the Town.

## ARTICLE II

### THE AGREEMENT

Section 2.1 Authorization of Agreement. The Town Council hereby authorizes the entry by the Town into the Agreement in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 2.2 Execution and Delivery of Agreement. The Town Council authorizes the Mayor of the Town to execute and deliver the Agreement to the Developer. The Town Clerk is authorized to affix, emboss, or otherwise reproduce the seal of the Town to the Agreement and attest the same.

Section 2.3 Effective date. This ordinance shall be effective from and after the date that the Developer takes title to all portions of the Property through one or more deeds recorded in the Office of the Register of Deeds, York County, South Carolina. If the Property is not acquired by the Developer within ninety (90) days from the date of adoption, this ordinance shall be of no force or effect.

Section 2.4 Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 2016, having been  
duly adopted by the Town Council for the Town of Fort Mill on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

First Reading:

Public Hearing #1:

Public Hearing #2:

Second Reading:

LEGAL REVIEW

\_\_\_\_\_  
Barron B. Mack, Jr, Town Attorney

TOWN OF FORT MILL

\_\_\_\_\_  
Guynn H. Savage, Mayor

ATTEST

\_\_\_\_\_  
Virginia C. Burgess, Town Clerk

**EXHIBIT A TO ORDINANCE**

DEVELOPMENT AGREEMENT

## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made and entered this \_\_\_\_\_ day of July, 2016, (the “Effective Date”) by and between The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System (“Developer”), and the Town of Fort Mill, South Carolina (“Fort Mill” or “Town”).

WHEREAS, the legislature of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act” (the “Act”), as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, Section 6-31-10(B)(1) of the Act recognizes that “[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning”; and

WHEREAS, Section 6-31-10(B)(6) of the Act also states that “[d]evelopment agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State”; and,

WHEREAS, the Act further authorizes local governments, including municipal governments, to enter into development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, the Town seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

WHEREAS, the Town finds that the program of development for this Property (as hereinafter defined) proposed by Developer over the next five (5) years is consistent with the Town's comprehensive land use plan and will further the health, safety, welfare and economic wellbeing of the Town and its residents; and

WHEREAS, the development of the Property and the program for its development presents an opportunity for the Town to secure quality planning and growth, protection of the environment, and to strengthen and revitalize the Town's tax base; and

WHEREAS, this Agreement is being made and entered into between Developer and the Town, under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, consistent with its approved Concept Plan (as hereinafter defined) without encountering future changes in law which would materially affect the Developer's ability to develop the Property under its Concept Plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the Town; and

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Fort Mill and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, Fort Mill and Developer hereby agree as follows:

1. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

2. DEFINITIONS.

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as Exhibit A.

"Code of Ordinances" means the Code of Ordinances for the Town in effect as of the date hereof, a complete copy of which is on file with the Developer's office.

“Concept Plan” means that certain document Fort Mill MOB II Concept Plan (Exhibit B hereto), as it may be amended from time to time pursuant to this Agreement.

“Developer” means Developer, all permitted assignees of Developer and all successors in title or lessees of the Developer who undertake development of the Property as a Developer or who are transferred Development Rights and Obligations.

“Development Rights and Obligations” means the rights, obligations, benefits and approvals of the Developer or Developer(s) under this Agreement.

“Major Modification” means a change to the Agreement wherein the change is one that requires public notice, hearing and an approving ordinance of Town Council before the modification can be effected, pursuant to S.C. Code Ann. 6-31-60. The parties agree that for purposes of this Agreement, the following are deemed to be Major Modifications:

- 1) Change in permitted uses;
- 2) Decrease in public or private open space or on-site amenities less than that required in the Zoning Ordinance;
- 3) Adding property to the Property covered at any one time by this Agreement;
- 4) Removing any part of the Property from the Agreement; and
- 5) Material change in Development Schedule shown in Exhibit “D” hereto.

The parties agree that, in addition to the foregoing enumerated items, there may be additional actions or events which may constitute Major Modifications under the Act, irrespective of omission from the foregoing. Such an action or event, if reasonably determined by the Town to constitute a Major Modification pursuant to the requirements of the Act, shall also be subject to the procedural requirements stated above.

“Minor Modifications” means changes to this Agreement which do not require public notice and hearing prior to implementation but which do require administrative approval. The parties otherwise agree that a Minor Modification is one which does not change the beneficial use of the Property. Authority to approve changes other than Major Modifications shall be granted to the Town Planning Director. The Planning Director shall have the duty to determine whether any

specific change is a Major Modification, provided that the Developer shall have the right to have any request for change processed as a Major Modification, notwithstanding the provisions hereof.

“Project” means the Fort Mill MOB II project envisioned by the Concept Plan and approved by the Town pursuant to this Agreement, as it may be amended from time to time pursuant to this Agreement.

“Property” means the tract of land described on Exhibit C.

“Term” means the duration of this Agreement as set forth in Section 3 hereof.

“Zoning Ordinance” means the Zoning Ordinance for the Town in effect as of the date hereof, a complete copy of which is on file with the Developer’s office.

### 3. TERM.

The Developer represents and warrants that the Property consists of a total of not less than 25 acres and not more than 250 acres of “highland” within the meaning given that term by the Act. This Agreement takes effect and its term shall commence on the date on which this Agreement is executed by the Town and the Developer, and shall terminate upon completion of development of the Property or five (5) years from the date of execution, whichever event first occurs. Developer must deliver to the Town Manager clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the Town Manager has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Friday, December 16, 2016, then this Agreement is automatically terminated without further action of either the Town or Developer. In order to fully realize the benefits accruing to Town and Developer recited in this Agreement, if the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement at the conclusion of the initial five-year term, the termination date of this Agreement shall be extended by written approval of both the Town and the Developer for an additional five-year term. The Town and Developer shall by written approval further extend the term for an additional five-year term so long as the Developer is not in default at the conclusion of the initial extended five-year term. In no event shall this Agreement extend beyond the fifteenth anniversary of the Effective Date. Notwithstanding the terms and provisions in this Section or elsewhere in this Agreement to the contrary, if a court of competent jurisdiction hereafter determines that the length of the Term, or the provisions for the extension of the Term set forth above, exceeds the maximum term allowed under the Act and if all applicable judicial

appeal periods have expired without such determination being overturned, then the Term of this Agreement relative to all or specific affected portions of the Property shall be reduced to the maximum permissible term under the Act.

#### 4. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with this Agreement, the Zoning Ordinance, and in particular the Highway Commercial (HC) zoning classification provisions thereof, the Code of Ordinances, and other applicable land development regulations required by the Town (except as may be superseded by this Agreement), State, and/or Federal Government. The Town shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by the Zoning Ordinance and Code of Ordinances. The Town shall review applications for development approval based on the development standards adopted as a part of the Zoning Ordinance and Code of Ordinances, unless such standards are superseded by the terms of this Agreement, in which case the terms of this Agreement shall govern. Developer will establish, through covenants running with the land, requirements for architectural elements and architectural style for the Project that will be enforced by Developer. At a minimum, the exterior of all structures within the Property shall feature quality materials such as brick, natural stone, stucco, wood and/or fiber cement siding. Metal, concrete block (including split face and scored block), precast or formed in place concrete, and vinyl siding, shall not be permitted as a primary external building material.

The Developer and Town acknowledge that a portion of the Property shall be subject to the zoning requirements of the Fort Mill Southern Bypass Corridor Overlay District (COD) and Corridor Overlay District-Node (COD-N), with the following exception (the “Overlay Exception”):<sup>1</sup> See maximum allowable building height as more particularly described in Section 7(b)(2) below. This Overlay Exception listing is not intended to limit or prohibit the staff or the planning commission from exercising their authority granted under the COD/COD-N ordinance to approve alternative means of compliance where strict interpretation and application of the standards therein may create particular hardships.

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<sup>1</sup> The Town represents and agrees that the Property is located outside of and shall not be subject to the zoning requirements of the Tom Hall Street Corridor District (“THCD”).



5. CONVEYANCES OF PROPERTY AND ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS.

The Town agrees with the Developer, for itself and its successors and assigns, including successor Developer(s), as follows:

A. Conveyance of Property. In accordance with the Act, the burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors in interest and assigns of all parties hereto, except for the Developers of Excluded Property (as defined in this Agreement). Except in the case of sales of Excluded Property, in the event any Developer shall convey any parcel of the Property or portion thereof, the Developer shall, within fourteen (14) days following such conveyance, deliver to the Town a written acknowledgement of the party to whom such parcel or portion thereof was conveyed whereby such party accepts the assignment of and assumes the rights and obligations of the Developer hereunder with respect to such conveyed parcel or portion thereof. Such acknowledgement shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the assigned residential and commercial density, as applicable, subject to the transfer. Such transferee shall, as of the effective date of such conveyance, be deemed a Developer under this Agreement relative to the portion of the Property acquired by such party. For the purposes of this Agreement, “Excluded Property” means property that is conveyed by the Developer to a third party and is a parcel for which a certificate of occupancy has been issued and which cannot be further subdivided into one or more unimproved lots or parcels under applicable ordinances governing land development. Excluded Property shall at all times be subject to zoning ordinances, land use ordinances and other ordinances of the Town, including those incorporated in this Agreement. The conveyance by a Developer of Excluded Property shall not excuse that Developer from its obligation to provide infrastructure improvements within such Excluded Property in accordance with this Agreement.

The Town’s Planning Director shall have the authority to approve the subdivision of the Property as long as all parcels meet the requirements of the HC zoning district. However, if new public streets are built and dedicated within the Property then the subdivision of the Property shall be subject to the approval of the Fort Mill Planning Commission.

B. Assignment of Development Rights and Obligations. The Developer shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property without the consent of the Town, provided that the Developer complies with the above notice provisions. Upon the assignment or transfer by Developer of the Development Rights and Obligations, and on the condition that if the Developer has not undertaken any development of the Property, then the Developer shall not have any responsibility or liability to the Town, any Developer or any other person, firm, corporation or entity under this Agreement.

A subsequent Developer transferring Development Rights and Obligations to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights and Obligations hereunder shall be deemed a Developer hereunder required to file with the Town an acknowledgment of this Agreement and a commitment to be bound by it, as set forth in Section 5.A. above.

#### 6. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached to this Agreement as Exhibit D (the “Development Schedule”). Developer shall keep the Town informed of its progress with respect to the Development Schedule by providing written annual reports with respect thereto, including notice of upcoming need for water and sewer service. Pursuant to the Act, the failure of the Developer and any Developer to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions or the Developer’s and Developer’s good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, those dates must be modified by the Town. A Major Modification of the Agreement may occur only as provided in the Act and this Agreement.

## 7. USES AND DENSITY.

Development of the Property shall be limited to the following:

### a) Permitted Uses.

All uses permitted under the Highway Commercial zoning district, which are listed in Exhibit E hereto, unless prohibited by the COD/COD-N as of the date hereof and then only to the extent of the portion of the Property within the COD/COD-N, taking into account the Overlay Exceptions. All uses permitted under the proposed new General Commercial zoning district under consideration by the Town as part of its new Unified Development Ordinance, unless prohibited by the COD/COD-N as of the date hereof and then only to the extent of the portion of the Property within the COD/COD-N, taking into account the Overlay Exceptions. Provided, however, notwithstanding the adoption of a new UDO, the uses permitted under the Highway Commercial zoning district, which are listed in Exhibit E hereto, shall continue to be permitted uses on the Property, unless prohibited by the COD/COD-N as of the date hereof and then only to the extent of the portion of the Property within the COD/COD-N, taking into account the Overlay Exceptions. Provided, further, without limitation on the foregoing permitted uses, it is agreed that hospitals, medical office buildings, general office and drug stores shall be permitted uses on the Property.

### b) Development Standards

1) Unless modified by this Agreement, all development within the Property shall meet the requirements set forth in the Highway Commercial (zoning conditions) in effect as of the date of this Agreement, including, but not limited to, minimum lot sizes and widths, building setbacks, impervious area, sidewalks, streets and access, open space, signage, landscaping and screening.

2) Notwithstanding the applicable provisions of the Code of Ordinances, the Zoning Ordinance, and the UDO, or of any ordinances enacted hereafter, the following development regulations shall apply to the development of the Property:

- i) Maximum allowable building height is 50 feet and 3 stories.<sup>2</sup>
- ii) [ ]

#### 8. EFFECT OF FUTURE LAWS.

Developer shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances and the Zoning Ordinance, as they may be modified in the future pursuant to the terms hereof, and this Agreement for the entirety of the Term. After the date of execution of this Agreement (and even if the recorded deeds referred to in Section 3 are still pending), future enactments of, or changes or amendments to the Town ordinances, including the Code of Ordinances or the Zoning Ordinance, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Act, or agreed to in writing by the parties. Notwithstanding the foregoing, if the Town's Unified Development Ordinance is amended after the date of this Agreement, then the parties agree that the Developer shall be allowed to apply all or part of such amended Unified Development Ordinance, which shall at Developer's election be applicable to the Property. The parties specifically acknowledge that building moratoria enacted by the Town during the Term of this Agreement or any adequate public facilities ordinance as may be adopted by the Town shall not apply to the Project except as may be allowed by the Act.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the Town, including but not limited to development impact fees and stormwater utility fees (so long as such development impact fees and stormwater utility fees are applied consistently and in the same manner to all similarly-situated property within the Town limits), or of any law or ordinance of general application throughout the Town found by

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<sup>2</sup> Building height shall be measured as the vertical distance measured from the point along the building foundation equal to the average finished grade (exterior around the foundation) to the midpoint point of the roof structure, excluding the following: belfries; spires; cupolas; domes; chimneys, smokestacks; water towers; conveyors; steeples, flagpoles, television and radio masts, aerials, towers; firewalls; public utility poles and lines, skylights, and roof structures for elevators, stairways, tanks, heating, ventilation and air-conditioning equipment, or similar equipment for the operation and maintenance of a building, and any device used to screen such structures and equipment, water tanks or similar structures, including the use of building parapet walls to screen such structures and equipment.

the Fort Mill Town Council to be necessary to protect the health, safety and welfare of the citizens of the Town. Notwithstanding the above, the Town may apply subsequently enacted laws to the Property only in accordance with the Act.

#### 9. INFRASTRUCTURE AND SERVICES.

Fort Mill and Developer recognize that the majority of the direct costs associated with the development of the Property will be borne by the Developer. Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

A. Potable Water. The Town represents that it has available through an intergovernmental agreement between it, as buyer, and the City of Rock Hill, as seller, dated May, 2012, a sufficient supply of potable water to serve the Property. Potable water will be supplied to the Property by the Town upon request of the Developer and subject to the provisions of this Section 9.A., provided that the Developer keeps the Town informed in writing of its progress with respect to the Development Schedule as set forth in Section 6. The Town's obligation to provide potable water for use within the Property is subject to any delay in the availability of water capacity or transmission facilities caused by Force Majeure. "Force Majeure" means any act of God, act of war, civil disturbance, failure by the City of Rock Hill to deliver water as contracted, governmental action other than an action taken or initiated by the Town, strikes, lockouts, fire, unavoidable casualties or any other causes beyond the reasonable control of the Town. Developer will construct or cause to be constructed at Developer's cost all necessary water service infrastructure to, from, and within the Property per Town specifications which will be maintained by it or the provider. The Developer shall be responsible for maintaining all related internal water infrastructure until offered to, and accepted by, the Town for public ownership and maintenance. Upon final inspection and acceptance by the Town, the Developer shall provide an eighteen (18) month warranty period for all water infrastructure constructed to serve the Project.

The Property shall be subject to all current and future water capacity fee/hookup charges ("Water Tap and Capacity Fees") imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for

any portions of the Property from any current or future Water Tap and Capacity Fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. The Developer shall be responsible for paying all such Water Tap and Capacity Fees but not until application for a building permit for the vertical development of each subdivided lot or portion of the Property.

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the Town and Developer from entering into a separate utility agreement for cost-sharing of water transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the Town from providing potable water to its residents in accordance with applicable provisions of laws.

B. Sewage Treatment and Disposal. The Town represents that it presently has available unallocated sewage treatment capacity at the waste water treatment plants available to the Town of approximately 1.7 million gallons per day (the “Current Capacity”). The parties understand and agree that the Current Capacity will be allocated among users of the Town’s wastewater system in such order as applications for service are received by the Town and consistent with all applicable laws and regulations. The Town represents that the Current Capacity will be sufficient to serve the development of the Property as indicated on Exhibit D hereto as well as all other reasonably foreseeable additional demand for sewer service by customers of the Town during the five years following the effective date of this Agreement. Accordingly, sewage treatment and disposal will be provided to the Property by the Town, provided that the Developer keeps the Town informed in writing of its progress with respect to the Development Schedule as set forth in Section 6. The Town’s obligation to provide sewage treatment and disposal to services to the Property is subject to any delay in the availability of the same or sewage transmission facilities caused by Force Majeure. “Force Majeure” means any act of God, act of war, civil disturbance, governmental action other than an action taken or initiated by the Town, strikes, lockouts, fire, unavoidable casualties or any other causes beyond the reasonable control of the Town. Developer will construct or cause to be constructed at Developer’s cost all related infrastructure improvements to, from, and within the Property per Town specifications. The Developer shall be responsible for maintaining all related sewer infrastructure until offered to, and accepted by, the Town for public ownership and

maintenance. Upon final inspection and acceptance by the Town, the Developer shall provide an eighteen (18) month warranty period for all internal sewer infrastructure constructed to serve the Project.

If the Town, for any reason, cannot or does not provide water and sewer capacity and transmission facilities for any portion of the Property and its Developers, occupants, and tenants from time to time at the levels required for the development of the Property, pursuant to the Development Schedule shown in Exhibit D, or its use and enjoyment after development as contemplated in this Agreement, the Developer, and its successors and assigns, shall be entitled to pursue agreements with alternative sources and other jurisdictions (collectively “Alternative Water and Sewer Sources”) for the provision of water or sewer capacity and transmission, as applicable, at no cost or expense to the Town, to serve any portion or all of the Property. Upon reaching an agreement with one or more Alternative Water and Sewer Sources for the provision of water and sewer capacity and transmission facilities to serve the Property which is acceptable to the Developer, in its sole discretion, the Developer shall notify the Town of such agreement, and as promptly as possible after such notification, the Town shall enter into an intergovernmental agreement or other proper statutory vehicle with such Alternative Water and Sewer Source(s) selected by the Developer whereby water and sewer capacity and transmission facilities may be provided legally by such Alternative Water and Sewer Source(s) to the Property and its Developers, occupants and tenants at no cost to the Town.

The only remedy at law or in equity that shall be available to the Developer in the event of a breach by the Town of the provisions of Subsections A and B of this Section 9 shall be an action for specific performance of the express terms hereof, it being understood that if the Developer prevails in such an action for specific performance, the Town shall owe the Developer its reasonable attorneys’ fees and all other expenses of litigation.

The Property shall be subject to all current and future sewer connection/capacity fees (“Sewer Tap and Capacity Fees”) imposed by the Town, provided such Sewer Tap and Capacity Fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future Sewer Tap and

Capacity Fees (so long as such Sewer Tap and Capacity Fees are applied consistently and in the same manner to all similarly-situated property within the Town limits). The Developer shall be responsible for paying all such Sewer Tap and Capacity Fees but not until application for a building permit for the vertical development of each subdivided lot or portion of the Property.

Notwithstanding the provisions referenced above, nothing in this Agreement shall preclude the Town and Developer from entering into a separate utility agreement for cost-sharing of sewer transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the Town from providing sewage treatment to its residents in accordance with applicable provisions of laws.

C. Private Roads. All roads within the Project will be private and no new public roads dedicated to the Town are contemplated within the Project.

D. Public Roads and Traffic Impact. Although no new public roads are contemplated within the Project, if there should be any new public roads within the Project then all public roads shall be constructed to Fort Mill and South Carolina Department of Transportation (SCDOT) specifications. The exact location, alignment, and name of any public road within the Project shall be subject to review and approval by the Fort Mill Planning Commission as part of the subdivision platting process, provided that any such subdivision plats that are materially consistent with the site plan of the Project shown on the Concept Plan shall be approved. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the Town for public ownership and maintenance. Upon final inspection and acceptance by the Town, the Developer shall provide a warranty period for all public roads within the Project, pursuant to the Town's Street Acceptance Policy in effect at the time of this Agreement.

Developer recognizes the potential impact on the public roadways resulting from the Project. If requested by the Town and/or the South Carolina Department of Transportation ("SCDOT"), a traffic impact analysis ("TIA") covering the anticipated uses and densities on the Property shall be performed by the Developer prior to the issuance of any Preliminary Plat(s) for all or part of the Property. The TIA shall be completed by a qualified traffic engineer of the Developer's choosing, in consultation with the Town and the SCDOT. Any off-site transportation improvements deemed necessary by the TIA to



maintain an acceptable Level of Service on the public roadway network shall be the responsibility of the Developer; provided, however, the Developer shall not be responsible for mitigating existing (“pre-development”) deficiencies, or deficiencies resulting from non-project related (“background”) growth. No further TIA will be required for individual development applications that are submitted in conformity with the Zoning Ordinance and this Agreement; provided, however, if the Developer seeks to change the intensity or type of commercial uses above and beyond the assumptions used in the original TIA, then the Town reserves the right to require an updated TIA. The Developer may, at the Developer’s option, coordinate with adjacent property Developers for a joint traffic impact analysis, provided development on both or all properties is expected to commence within twenty-four (24) months from the date of the analysis.

Notwithstanding any provision herein to the contrary, this Agreement does not obligate the Town to expend any funds of the Town or borrow any sums in connection with improvements to the roads subject to this Section 9.D; provided, however, that if the Town collects development impact fees, as defined in Section 10 below, arising out of any development of the Project during the Term of this Agreement, the Town shall apply all of those portions thereof collected for the transportation component of the Ordinance authorizing the same to the cost of road improvements addressed in this Subsection. The parties understand and agree that except as set out in the preceding sentence, the Town will seek funding from third parties for any such improvements which by reason of this Section 9.D are not the responsibility of the Developer and that the availability of such funding is beyond the control of either the Developer or the Town.

E. Storm Drainage System. All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Zoning Ordinance and Chapter 16 of the Code of Ordinances. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the Town. Upon final inspection and acceptance by the Town, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or an Developers Association, as appropriate.

F. Solid Waste and Recycling Collection. The Town shall provide solid waste and recycling collection services to the Property on the same basis as is provided to other residents and businesses within the Town.

G. Police Protection. The Town shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the Town.

H. Fire Services. The Town shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the Town.

I. Emergency Medical Services. Such services to the Property are now provided by York County through a contract with a private provider. The Town shall not be obligated to provide emergency medical services to the Property, absent its election to provide such services on a town-wide basis.

J. School Services. The Town neither provides nor is authorized by law to provide public education facilities or services. Such facilities and services are now provided by Fort Mill School District No. 4 of York County (the “School District”).

K. Private Utility Services. Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon designated service areas. All utilities on the Property shall be located underground, and shall be placed in locations approved by the Town so as to reduce or eliminate potential conflicts within utility rights-of-way.

L. Streetlights. Because Developer will not be constructing public streets within the Project, streetlights are not contemplated by the Project. However, if public streets should be constructed within the Project and dedicated to the Town, then Developer shall install or cause to be installed streetlights within the Project. To the extent that the Town provides the same benefit to other neighborhoods, the Town shall contribute toward the monthly cost for each streetlight. The remaining monthly cost for each streetlight, if any, shall be borne by the Developer.

M. No Required Donations for Civic Purposes. Except with respect to easements necessary for public infrastructure to serve the Property, the Town shall not require, mandate or demand that, or condition approval(s) upon a requirement that, the

Developer donate, use, dedicate or sell to the Town or any other party for public purposes any portions of the Property or any other property owned by the Developer (or any of the entities or parties comprising the Developer) or any affiliate of the Developer; provided, however, nothing contained herein shall be deemed or construed to restrict the Town in the appropriate exercise of its eminent domain powers.

N. Easements. Developer/Developer shall be responsible for obtaining, at Developer's cost, all easements, access rights, or other instruments that will enable the Developer/Developer to tie into current or future water and sewer infrastructure on adjacent properties.

O. Ponds and Lakes. The Developer may elect to install pond(s) or lake(s) as shown on the Concept Plan. The Town agrees to cooperate and assist the Developer in the permitting process for such pond(s) and lake(s), including any repair or enlargement thereof, it being understood that the Town will not accept maintenance responsibility or any other liability for such pond(s) and lake(s).

#### 10. IMPACT FEES.

The Property shall be subject to all current and future development impact fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. All such impact fees shall not be due and payable until an application of any person or entity for a building permit for the vertical development of any subdivided lot or portion of the Property. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future development impact fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits) for any reason. For the purpose of this Agreement, the term "development impact fees" shall include, but not be limited to, the meaning ascribed to such term in the South Carolina Development Impact Fee Act, Sections 6-1-910, et seq., of the South Carolina Code of Laws (1976), as amended.

#### 11. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.

The Town and Developer recognize that development can have negative as well as positive impacts. Specifically, the Town considers the protection of the natural environment and nearby

waters, and the preservation of the character and unique identity of the Town, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal, state and local laws and regulations for the handling of storm water.

#### 12. COMPLIANCE REVIEWS.

Developer, or its assigns, shall meet with the Town, or its designee, at least once per year during the Term to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. The Developer must demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year and the number anticipated to be issued in the ensuing year, and Development Rights and Obligations transferred in the prior year and anticipated to be transferred in the ensuing year.

#### 13. DEFAULTS.

The failure of the Developer to comply in a material way with the terms of this Agreement shall constitute a default, entitling the Town to pursue such remedies as deemed appropriate, including specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the Town absent its according the Developer and any Developer the notice and opportunity to cure in accordance with the Act.

#### 14. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the Town and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is

sought to be enforced except as otherwise provided in the Act. The size of the Property may be increased by written approval of the Town.

15. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5<sup>th</sup>) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to the Town at:

Town of Fort Mill  
P.O. Box 159  
Fort Mill, SC 29716  
Attention: Town Manager

And to Developer at:

The Charlotte-Mecklenburg Hospital Authority  
P.O. Box 32861  
Charlotte, NC 28232-2861  
Attention: Robert W. Drayton, Strategic Planning  
Development & Real Estate

16. GENERAL.

A. Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“New Laws”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party

designated by the Developer and Developer and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the Town may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.

B. Estoppel Certificate. The Town, the Developer or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- i. that this Agreement is in full force and effect,
- ii. that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
- iii. whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and
- iv. whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the Town and the Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Town, the Developer or

any Developer or to render such party liable in any manner for the debts or obligations of another party.

E. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

G. Developer's Transfer of Title. The Developer may transfer title to the Property, in whole or in part, to any person or entity at any time without obtaining the consent of the Town.

H. Binding Effect. The parties hereto agree that this Agreement shall be binding upon their respective successors and/or assigns.

I. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

J. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

K. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the Town's right and power of eminent domain under the laws of the State of South Carolina.

L. No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the Town, the Developer and Developers. No other persons shall have any rights hereunder, unless specified in this Agreement.

#### 17. Description of Local Development Permits Needed.

The development of the Property shall be pursuant to this Agreement, the Zoning Ordinance and Code of Ordinances; provided, however, in the event of any conflict between this Agreement and the Zoning Ordinance and the Code of Ordinances, the provisions of this Agreement shall control. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and temporary), temporary

use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance permits. Pursuant to Chapter 32 of the Code of Ordinances, approval from the Fort Mill Planning Commission shall be required for all sketch plans, preliminary plats, and final plats, unless such plan or plat meets the requirements for administrative review and approval. Notwithstanding the foregoing, the Town acknowledges that Planning Commission and/or administrative approval of plats will be given if any such plats are materially consistent with the site plan of the Project shown on the Concept Plan. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. It is expressly understood and acknowledged by all parties to this Agreement that any portions of the Property donated or sold by either the Developer or any Developer to the Town shall not be subject to any private declaration of restrictions or property Developers association(s) created by any Developer for any subsequent subdivision of the Property.

#### 18. STATEMENT OF REQUIRED PROVISIONS.

In compliance with Section 6-31-60(A) of the Act, the Developer represents that this Agreement includes all of the specific mandatory provisions required by the Act, addressed elsewhere in this Agreement.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

**DEVELOPER:**

**WITNESSES:**

**THE CHARLOTTE-MECKLENBURG  
HOSPITAL AUTHORITY**

\_\_\_\_\_  
Name:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name:

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. He personally  
appeared before me and is personally known to me.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

<b>WITNESSES:</b>	<b>TOWN:</b>
 _____	<b>TOWN OF FORT MILL</b>
Name: _____	By: _____
 _____	Name: _____
Name: _____	Title: _____

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, the \_\_\_\_\_ of the Town of Fort Mill. He personally appeared before me and is personally known to me.

[END TOWN SIGNATURE PAGES – EXHIBITS FOLLOW]

**EXHIBIT A**

South Carolina Local Government Development Agreement Act

[TO BE INCLUDED]

**EXHIBIT B**

Concept Plan

[TO BE INCLUDED]

## **EXHIBIT C**

### **Property Description**

#### **Michael Chase Property:**

York County Tax Parcel 736-00-00-028

York County Tax Parcel 736-00-00-032

The portion of York County Tax Parcel 736-00-00-031 that lies west of the Fort Mill Parkway/Fort Mill Southern Bypass right-of-way

and

#### **Supper 17, LLC Property:**

York County Tax Parcel 020-08-01-004 (all portions)

York County Tax Parcel 020-08-01-005

## **EXHIBIT D**

### **Development Schedule**

Developer agrees to secure building permits for each of the buildings contemplated by the Concept Plan during the initial five-year term of this Agreement or during an extended term of this Agreement if development is not completed during the initial five-year term.

**EXHIBIT E**

Highway Commercial (HC) District

[TO BE INCLUDED]

**Planning Commission Meeting**  
**March 15, 2016**  
**New Business Item**

**Final Plat Approval: Oakland Pointe, Phase 1, Maps 1 & 2**

Request from the Ryland Group Inc. to approve a Final Plat (Bonded) for Oakland Pointe, Phase 1, Maps 1 & 2 (*Ward 3: Huntley*)

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**Background / Discussion**

Summit Land Services, on behalf of the Ryland Group Inc., has submitted final plats for Phase 1, Maps 1 and 2, of the Oakland Pointe subdivision, located near the intersection of Kimbrell Road and N Dobys Bridge Road, for review and approval by the Planning Commission.

The property is currently zoned R-5 Residential, and is covered by a development agreement which limits the overall density to 100 single-family dwelling units. A preliminary plat containing 100 single-family residential lots was approved by the Planning Commission in September 2015. The preliminary plat was consistent with the requirements of the development agreement, as well as the Zoning Ordinance and Code of Ordinances for the Town of Fort Mill. Minor revisions were subsequently reviewed and approved by town staff in early 2016.

Phase 1, Map 1 will contain a total of 32 single-family residential lots on a total of 12.109 acres (2.64 DUA). Phase 1, Map 2, will contain a total of 68 single-family residential lots on a total of 16.854 acres (4.03 DUA). Combined, the total unit count will be 100 single-family lots on 28.963 acres (3.45 DUA). The proposed final plats are consistent with the approved preliminary plats.

The proposed street names have been amended since the preliminary plat was approved in September 2015. Therefore, the Planning Commission is also asked to review and approve the following names as part of this request:

- Ashton Court                      (*Formerly Black Locust Court*)
- Garrett Green Way
- Garrison Oak Court    (*Formerly Pecan Tree Lane*)
- Hazel Park Drive            (*Formerly Pine Trails Lane*)

To date, all required infrastructure (roads, sidewalks, utilities, etc.) has not yet been completed within the area covered by these two plats. The town's subdivision ordinance allows for a final plat to be approved and recorded as long as a bond is in place to cover the cost of any outstanding improvements. The minimum value of the bond shall be at least 125% of the cost of any such improvements.

**Recommendation**



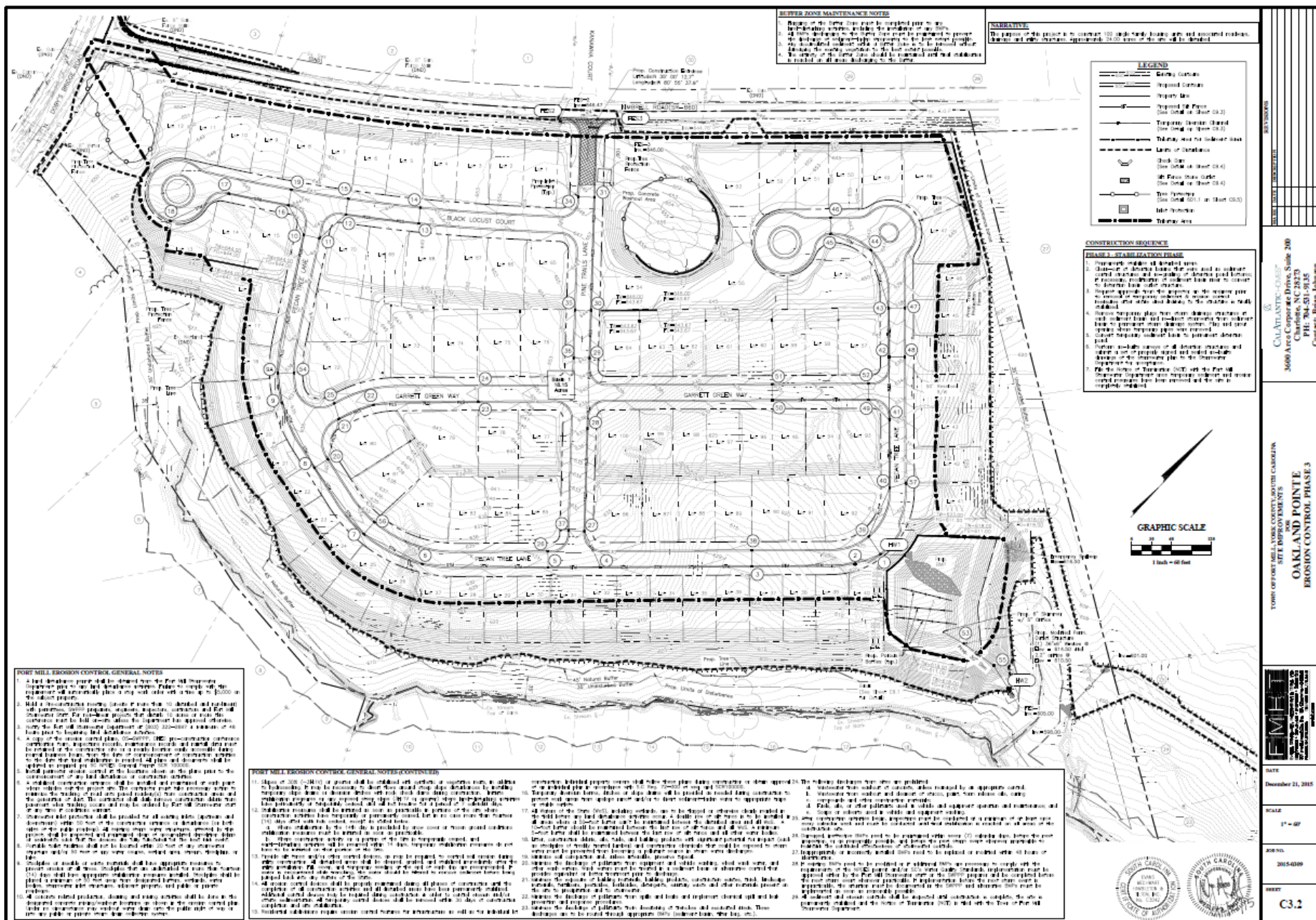
The final plat is consistent with the preliminary plat previously approved by the planning commission in September 2015. Staff recommends in favor of approval of the final plat, contingent upon the following:

- The applicant shall secure a bond to cover the cost of any remaining improvements (engineered estimate + 25%) before the plat may be signed and released for recording.
- The Planning Director shall be authorized to review and approve any minor corrections and modifications which may be required prior to recording, including easements, labels, and such other modifications as may be required by the Planning, Engineering and/or Fire Departments.

Large copies of the final plat will be available during the meeting for review.

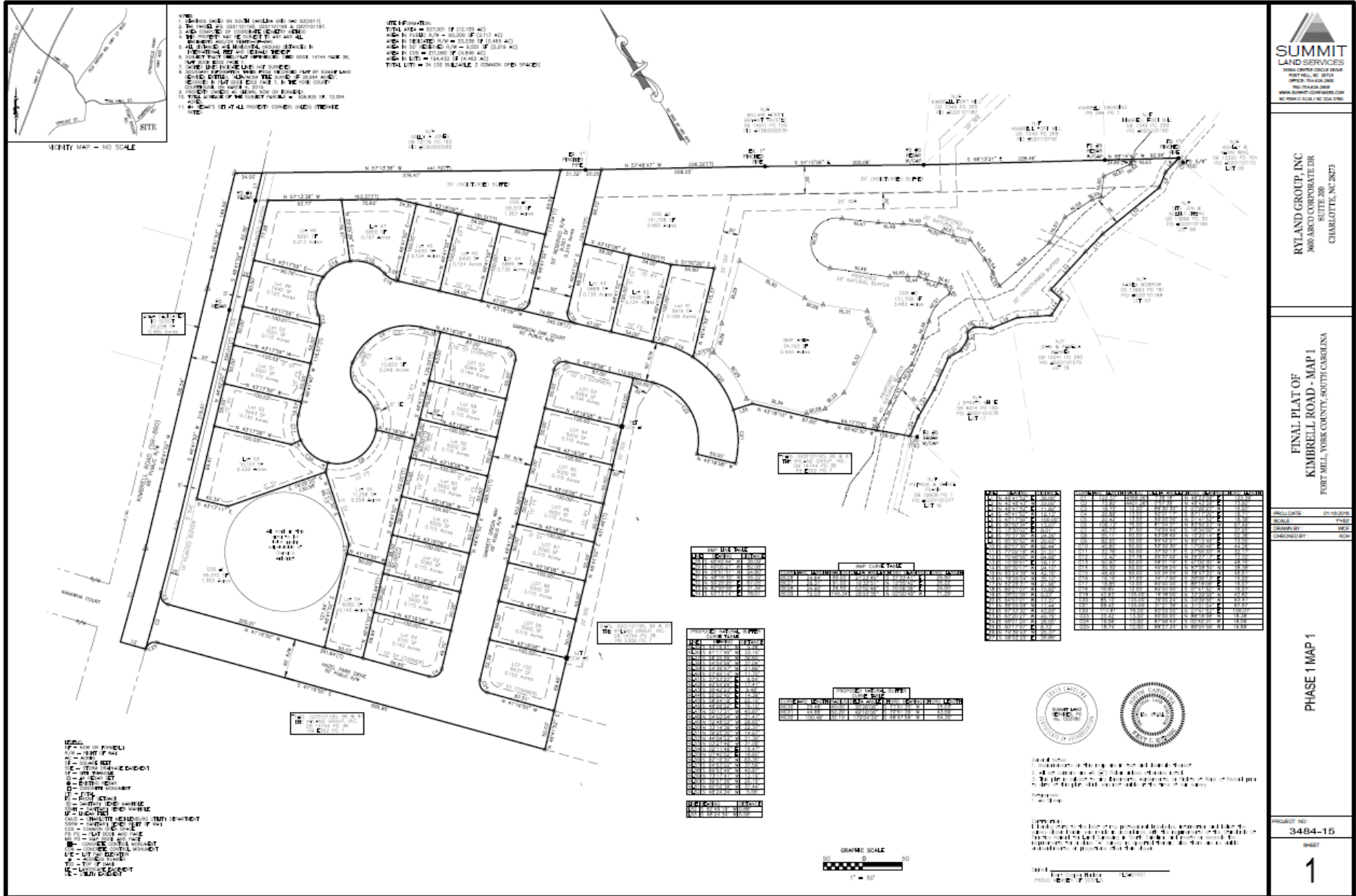
Joe Cronin  
Planning Director  
June 17, 2016

# Oakland Pointe Preliminary Plat



# Oakland Pointe Phase 1, Map 1

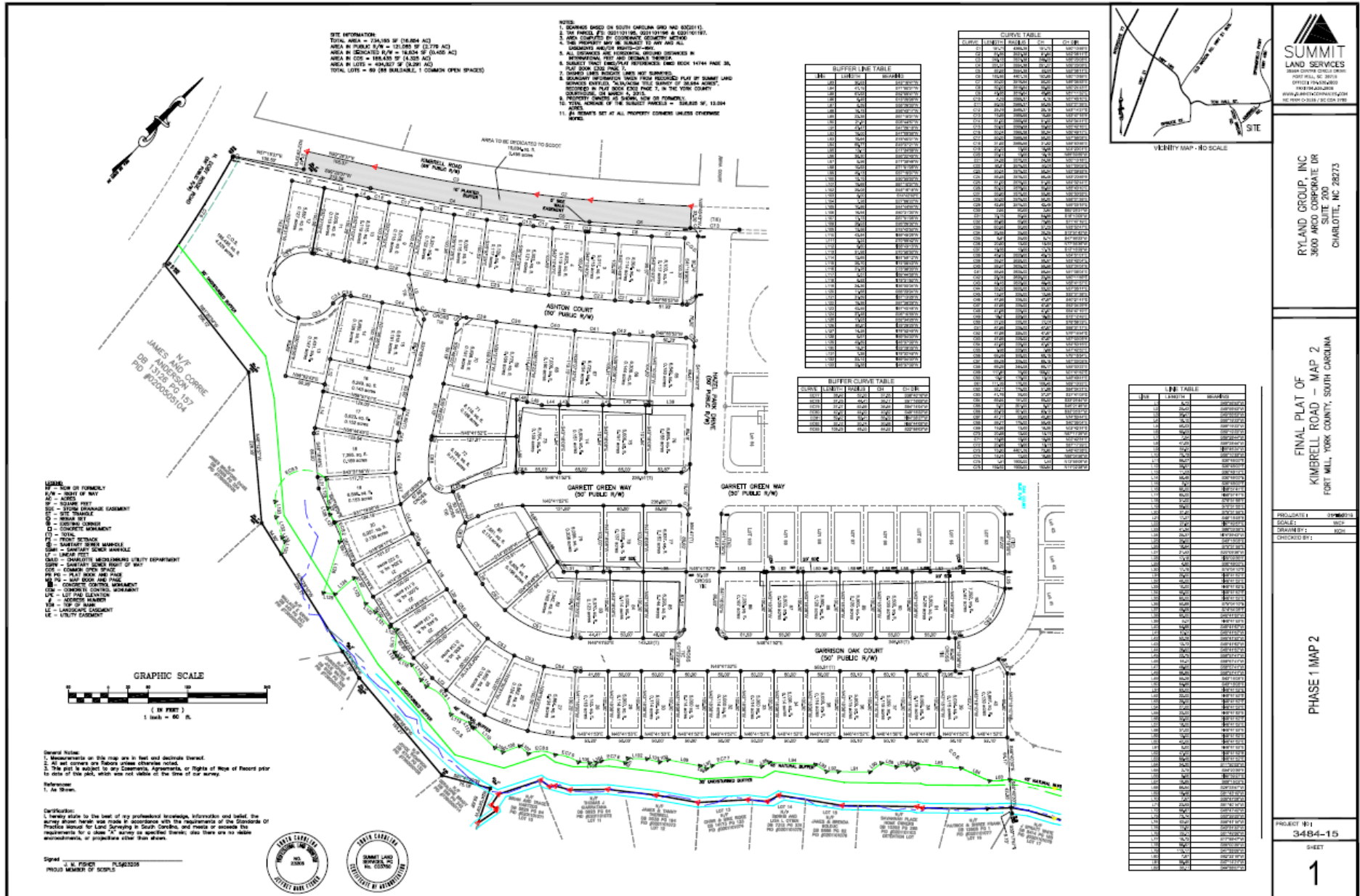
## Final Plat





# Oakland Pointe Phase 1, Map 2

## Final Plat



**Planning Commission Meeting**  
**June 21, 2016**  
**New Business Item**

**Subdivision Plat: 206 & 208 Calhoun Street**

Request from Steve Southerly, Constance Southerly and Steve Spear, to approve a subdivision plat for York County Tax Map Numbers 020-01-08-017 and 020-01-08-018, containing approximately 0.43 acre at 206 and 208 Calhoun Street

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**Background / Discussion**

The Planning Commission is asked to consider a request from Steve Southerly, Constance Southerly and Steve Spear, to approve a subdivision plat for York County Tax Map Numbers 020-01-08-017 and 020-01-08-018. The plat covers a total of 0.43 acre located at 206 and 208 Calhoun Street. There is one existing residence located on each lot. A detached garage and driveway are currently bisected by the existing property line.

The applicant is seeking to shift the lot line so that the detached garage and driveway will be wholly contained within Tax Map Number 020-01-08-018 (208 Calhoun Street). In doing so, the remaining lot (206 Calhoun Street) will be reduced from approximately 9,600 square feet to approximately 8,300 +/- square feet.

Both parcels are currently zoned R-10 Residential. The R-10 district requires a minimum lot area of 10,000 square feet, and a minimum lot width of 75 feet. While 208 Calhoun Street will meet the minimum area and lot width requirements following the lot line shift, the total lot area of 206 Calhoun Street would become more non-conforming than it is today. However, the lot width of 206 Calhoun Street would be approximately 80 feet, which will meet the minimum lot width requirement in the R-10 district.

While the proposed lot line shift would result in one parcel becoming more non-conforming than it is today, we note that the town's subdivision ordinance does authorize the following:

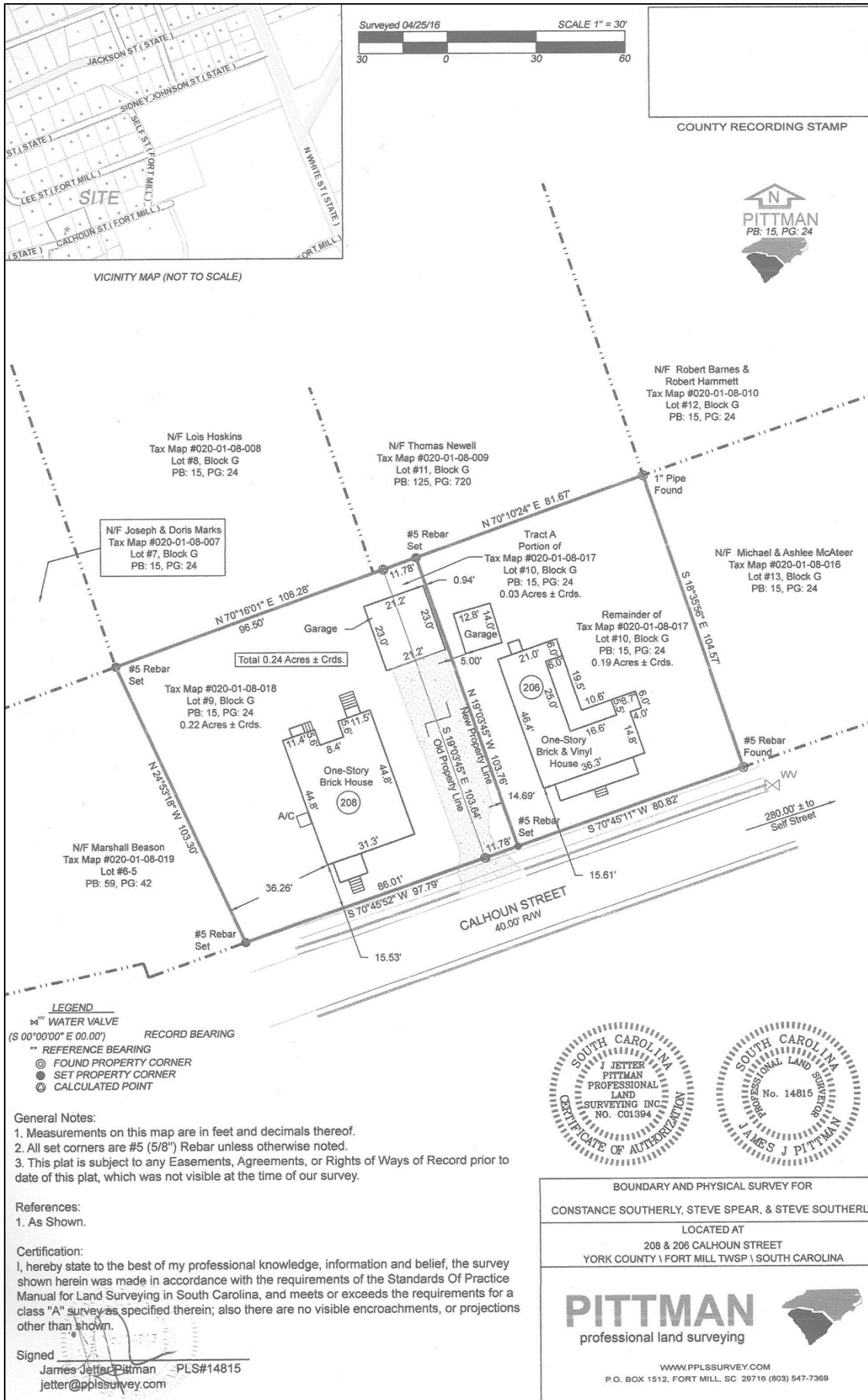
**Sec. 32-11. Variance.** Whenever the tract to be subdivided is of such unusual size or shape or is surrounded by such development or unusual conditions that the strict application of the requirements contained in the chapter would result in substantial hardship or inequity, the planning commission may vary or modify, except as otherwise indicated, requirements of design, but not of procedure or improvements, so that the subdivider may develop his property in a reasonable manner, but so, at the same time, the public welfare is protected and the general intent and spirit of this chapter is preserved. Such modification may be granted upon written request of the subdivider stating the reasons for each modification and may be waived by an affirmative vote of two-thirds of the membership of the planning commission.

**Sec. 32-12. Conditions of Modification.** In granting variations and modifications, the planning commission may require such conditions as will, in its judgment, secure substantially the objectives of the standards or requirements so varied or modified.

**Recommendation**

Because the property has already been developed, and because the current property line bisects an existing detached garage and driveway, it is staff's opinion that an unusual condition exists in this situation, and that strict application of the minimum lot area and width requirements may create a hardship for current and future property owners. However, this request is ultimately at the discretion of the Planning Commission

Joe Cronin  
Planning Director  
June 17, 2016



**Planning Commission Meeting**  
**June 21, 2016**  
**New Business Item**

**Commercial Appearance Review: A Lock It Self Storage**

Request from A Lock It, Inc. to grant a revision to the August 25, 2015 commercial appearance review approval for “Building X” located at 1399 Highway 160 East

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**Background / Discussion**

The Planning Commission is asked to consider a request from A Lock It, Inc. to grant a revision to the August 25, 2015 commercial development appearance review approval for “Building X” on the property located at 1399 Highway 160 East.

The original approval for Building X included painting the building sections with alternating shades of red and green. The applicant is now requesting to move forward without painting those sections. A photo of the existing building façade is included in the staff report, however staff will note that the façade as shown is still missing awnings and the landscaping has not been completed.

**Recommendation**

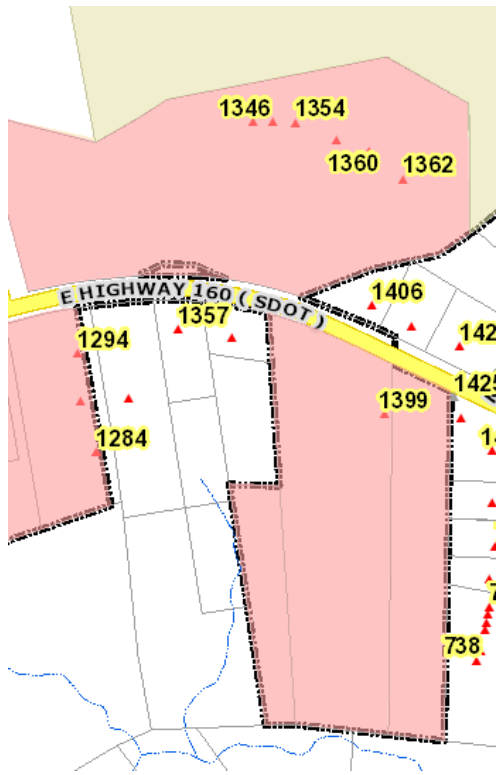
The revision to the original approval would be at the planning commission’s discretion.

Chris Pettit, AICP  
Assistant Planner  
June 17, 2016



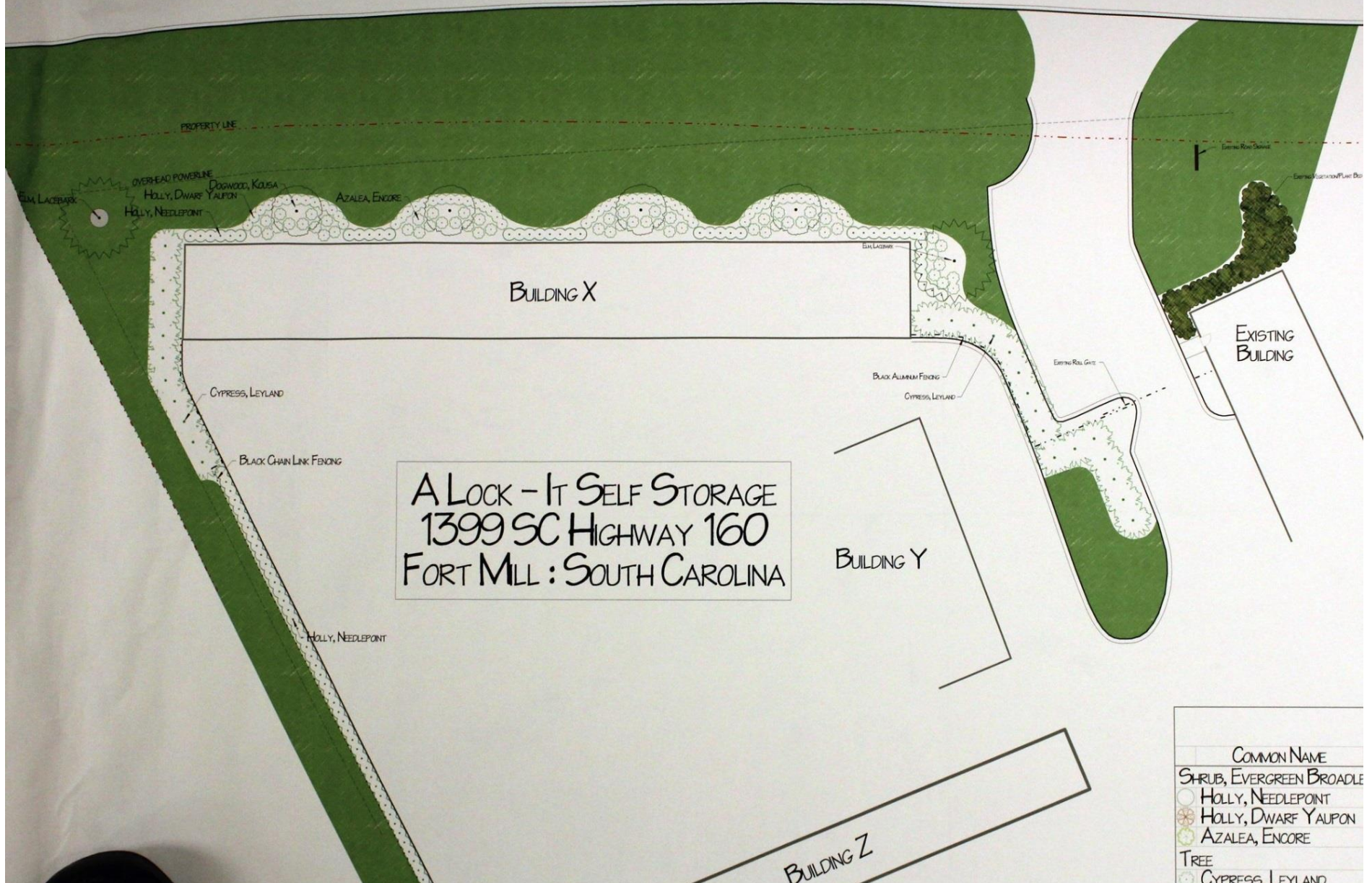








Highway 160





# Building X – Approved





# Building X – Current



**Planning Commission Meeting**  
**June 21, 2016**  
**New Business Item**

**Request to Approve Road Names: Massey Phase III**

Request from Shea Homes to approve a revised road name in the Massey Phase III development.

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**Background / Discussion**

The Planning Commission is asked to review and approve a revised road name within the Massey Phase III development. The road names were previously approved in 2007; however, the developer is currently requesting to approve Marquis Hills as a replacement for Corriedale Street.

Upon approval, the following names would be permitted for the master road name list in Massey Phase III:

- Bend Road
- Knotgrass Drive
- Marquis Hills (*Formerly Corriedale Street*)
- Penny Royal Avenue
- Trelawn Street
- Sweet Woodruff Lane

Section 6-29-1200(A) of the SC Code of Laws Requires the following:

A local planning commission created under the provisions of this chapter shall, by proper certificate, approve and authorize the name of a street or road laid out within the territory over which the commission has jurisdiction. It is unlawful for a person in laying out a new street or road to name the street or road on a plat, by a marking or in a deed or instrument without first getting the approval of the planning commission. Any person violating this provision is guilty of a misdemeanor and, upon conviction, must be punished in the discretion of the court.

**Recommendation**

The applicant submitted the proposed road name to the York County Addressing Office and they have been reserved and approved it for use. Staff recommends in favor of the request.

Chris Pettit, AICP  
Assistant Planner  
June 17, 20



